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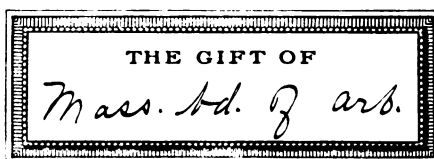
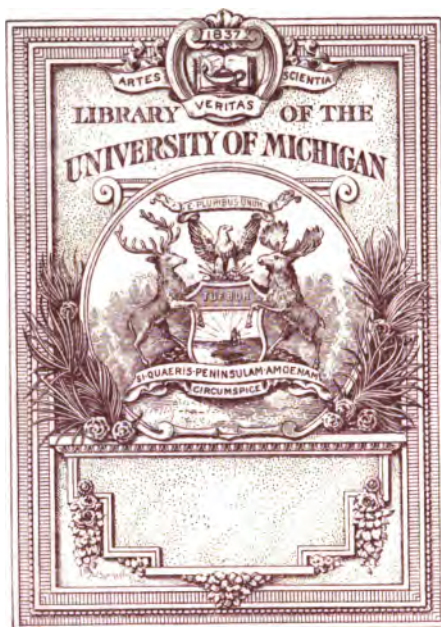
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ANNUAL REPORT
OF THE
STATE BOARD OF ARBITRATION
JANUARY 1906





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ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1905.



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WILLARD HOWLAND, Chairman.
RICHARD P. BARRY.
CHARLES DANA PALMER.

BERNARD F. SUPPLE, Secretary.
Room 128, State House, Boston.

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TWENTIETH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

A decrease in the number and size of strikes and lockouts and a more frequent resort to arbitration indicate that workmen and employers are more than ever disposed to peaceful relations. The amount of arbitration work — that is to say, matters brought to the Board with a request by both parties to hear and determine — has increased.

The occasions to reconcile disputants whom the Board seeks in its effort to maintain or restore peace have been nearly as numerous as ever; but in a majority of instances where the Board offered its services as mediator, in the hope of using the various expedients known to the peacemaker, it was found that the difficulties involved but few work people and only small business interests. The parties to larger difficulties have proved more tractable. Several disputes of a magnitude designated by the law were speedily composed through the intervention of the Board. A settlement was induced on the second day of a strike in the textile industry at Brookfield. At Maynard, where a strike of 20 youthful operatives threatened to close the Assabet Mills and throw 1,100 people out of work, a settlement was brought about by mediation. Several settlements in the wood-working industries in Boston were also effected with the help of the Board. In other instances it is hoped that

the educative value of the Board's advice will be manifest later.

The industrial world shows an increasing tendency to organization on the part of both employer and employed, as the utility of collective action becomes more generally recognized. The right of organization is unquestioned where its purpose is to safeguard the interests of the parties or to facilitate the amicable settlement of differences, but organization for hostile or retaliatory purposes cannot be too strongly condemned. The great third party — the general public — is no longer indifferent, and is little inclined to countenance manifestations of unfairness or intolerance by either party.

Of the cases determined by the Board, the great majority is submitted in joint petition of parties in the shoe industry. This is to be expected of the largest industry in the State, but it is none the less due to the fact that the workmen are the most perfectly organized, thoroughly so in Brockton, where most of the disputes have arisen. As we have had occasion to say in previous reports, it has been the fixed policy of the Boot and Shoe Workers' Union to bring about trade agreements guaranteeing peaceful adjustment of differences, and otherwise safeguarding the interests of the parties. During the period of seven years since the general organization inaugurated the arbitration contract, the factories where such agreements were made have not been seriously disturbed by cessation of work due to any dispute. At the present time there are 170 trade agreements of this kind in force within the limits of the State between the boot and shoe workers and manufacturers. Like agreements exist in other industries.

While the determination of disputes jointly submitted to the Board's judgment has constituted the major portion of its work in the past three years, the Board, from habit as well as conviction, has missed no occasion to suggest that mutual agreement is the best mode of settlement. It has always urged that the disposition to confer is the surest protection to capital and the best guarantee of permanent employment.

During the year 1905 the Board has rendered 53 decisions. Sixteen applications for arbitration were withdrawn in favor of some other mode of settlement, in accordance with the Board's advice. At the present time 28 cases are pending.

REPORTS OF CASES.

REPORTS OF CASES.

COAL TEAMSTERS AND SCREENERS—LYNN.

As 1904 was drawing to a close, negotiations began between the coal dealers of Lynn and employees in the screening department of the business and other employees engaged in teamdriving. The established work day was 9½ hours, in addition to the time spent at the stable in the care of horses in the morning and in the evening; and the teamsters desired to shorten the day to 9 hours, beginning at the time they reported for work at the coal scales. The employers were unwilling to shorten the day.

On Monday, January 2, the Team Drivers' Union declared the demand for the 9-hour day final. The dealers then proposed to refer the whole matter to this Board. On the evening of the 3d the union voted to strike, and on the 4th no teamster reported for work, either at the scales or at the stable. The number of dealers involved was 10; the employees were 120 teamsters and 30 screeners. The embarrassment was great. Numerous instances of distress were reported; hundreds of housekeepers and factories were in need of coal, and indeed about a dozen shoe factories were compelled to shut down and enforce idleness upon hundreds of their employees. In order to allay the apprehension that schools and hospitals, or houses having persons under medical treatment, would suffer, the union voted to supply men to deliver coal to all such places. The wharves

had plenty of coal, but there was no one to deliver it. Some of the coal dealers assumed the overalls of workmen, and delivered coal to business houses. Some establishments improvised a coal service with the aid of clerks and wagons and teams not controlled by the union.

The Board immediately interposed, with an offer of mediation. The officers of the union stated that they expected the employers to make a proposition of one kind or another. The employers renewed their offer of arbitration. On the 5th the Board attended a meeting of the teamsters and delivered the employers' proposition, as follows: The coal dealers are willing to submit the questions at issue to the manufacturers' association, to the Lynn Board of Trade or to any other fair local tribunal that may be agreed upon jointly. But this proposition was rejected by the union. On January 6 Mr. Charles H. Hastings, a member of the arbitration section of the Lynn Board of Trade, and Mr. Barry of this Board, went to a meeting of the coal dealers, where the difficulty was discussed. As the result of their deliberations, the dealers requested Messrs. Barry and Hastings to lay before the teamsters' union the following proposition: —

We concede everything in the proposed agreement, including the 9-hour day, provided that before any change a 60-day notice be given by the party desiring it, and in the event of any future difference it shall be submitted to the State Board of Conciliation and Arbitration.

The teamsters met that afternoon at 4 o'clock and considered the proposition. An amendment was voted, substituting arbitration by a local board, such as contemplated in the act creating the State Board; and a committee of

the union accompanied Messrs. Barry and Hastings to the dealers' association. The proposed agreement, as amended by the association and the union, was finally adopted by both parties, on the recommendation of Messrs. Barry and Hastings, as follows:—

AGREEMENT.

Article I.—Teamsters shall report at barn, clean horses, and be ready to leave stable at 6.55 A.M. Day's work shall end at 5 o'clock P.M.

Article II.—That all over-time shall be paid for at the rate of 25 cents per hour, and work of less than $\frac{1}{2}$ day shall be paid for as over-time, give or take 15 minutes.

Article III.—That one-horse teamsters shall be paid \$12 weekly.

Article IV.—That two-horse teamsters shall be paid \$14 weekly.

Article V.—That screeners shall be paid \$12 weekly.

Article VI.—That three-horse teamsters shall be paid \$15 weekly.

Article VII.—That teamsters who are obliged to report to clean horses shall receive \$1 for the same on Sundays and holidays; time for screening and teaming, one and one-half Sundays and holidays.

Article VIII.—That members in good standing of Local No. 42 shall be given the preference of work.

Article IX.—That screeners shall report at wharf at 7 A.M. and quit work at 5 P.M., with a regular dinner hour.

Article X.—That the business agent of I. B. of T. Local No. 42 shall, upon request, be shown the pay roll book of any firm signing this agreement.

Article XI.—That men may be discharged for incompetency, dishonesty, carelessness and intoxication.

Article XII.—That the union be allowed a representative on each wharf, and no discrimination be used.

Article XIII.—That a copy be placed in each barn.

Article XIV.—That this schedule go into effect December 30, 1904, and continue until December 30, 1905.

. LYNN, MASS., January 6, 1905.

We will agree to accept the schedule presented to us by the Team Drivers' Union No. 42, provided that hereafter all differences existing between employers and employees shall be referred to any board of arbitration satisfactory to both sides for adjustment, and that 60 days' notice shall be given by either party desiring a change; and that there shall be no strike or lockout pending the decision of the board.

(Signed) B. O. HONORS & SON.
WM. C. HOLDER & SON.
J. B. & W. A. LAMPER,
By AMOS F. BROWN, *Manager*.
STEVENS & NEWHALL.
SPRAGUE & BREED COAL COMPANY,
By GEO. E. SPRAGUE, *Treasurer*.
WILLIAM P. CONNERY.
REED & COSTOLO.
BREED COAL COMPANY,
By MELVILLE BREED, *Secretary*.
PEOPLE'S COAL COMPANY,
By JAMES H. RYAN, *Manager*.

MARTIN H. BROWN,
President, Local No. 42 I. B. of T.
JAMES J. MUCKIAN,
Business Manager.

Witnesses: C. H. HASTINGS,
RICHARD P. BARRY.

On January 7 the men reported at the hall of the teamsters' union at eight o'clock in the morning, and at 8.45 marched to the respective coal wharves, where they have been employed ever since. Thus, with less than two days' supply of coal in their bins, over 200 shoe shops and factories that were upon the verge of closing down as a result of the strike were able to continue their manufacture without further apprehension of a coal famine; the 30,000 workingmen and women were saved from enforced idleness in the middle of an inclement season.

D. A. DONOVAN & CO.—LYNN.

On January 5, notice of a difficulty in the shoe factory of D. A. Donovan & Co., Lynn, was given by Elmer F. Robinson, acting for the employees of the stitching department. An investigation of prices paid in factories making similar goods to those concerning which the dispute had arisen was made, and a conference was brought about on January 10. On January 12 the parties resolved to submit the matters in dispute to the arbitration of the Board. On formulating a list of these matters, it was found that they numbered 202.

The parties were then advised to review the list, agree upon as many of the items as possible, and submit those that were left; whereupon the employer said that, if the price of certain items of labor could be adjusted, he would be willing to concede a great deal. The Board withdrew, in the expectation of returning in a few days. Nothing further was heard of the difficulty for a month, when, on February 13, the stitchers' agent announced that a settlement had been reached.

M. A. PACKARD COMPANY—BROCKTON.

In January the employees of M. A. Packard Company in the lasting department and the representative of the employer began to negotiate a price list for the forthcoming season, based on prevailing prices in other factories as recently established by this Board. An agreement was reached on all the items but one, relating to uncrimped Bluchers, whereupon both parties sought and obtained the advice of the Board, and the agreement was completed.

MASSACHUSETTS COTTON MILLS — LOWELL.

On January 9 a new schedule of prices for weavers and beamers in the Massachusetts Cotton Mills went into effect. The beamers remained at work, and appointed a committee to confer with the employers. The mill managers assured them that earnings would remain practically unchanged. The weavers believed that they were required to run from two to four additional looms at a reduction, in consequence of which 40 weavers went out on strike. They did not belong to any organization.

The Board interposed, and learned that negotiations had already begun. The whole number of employees in the mills was 2,700. In two days most of the strikers had returned, and when the Board renewed its inquiries on the 12th it learned that the strike was practically at an end. There was no recurrence of the difficulty.

BAY STATE CORSET COMPANY — SPRINGFIELD.

Six girls in the cutting room of the Bay State Corset Company struck to resist a reduction, and obtained a conference with the president of the company. When he stated that even under the reduction the company would be paying more than competitors, they became discourteous, were discharged and their places were filled. On January 12, 40 girls employed in the stitching room struck in sympathy. A sufficient number of stitchers remained to carry on the work of the factory.

The Board interposed, and found that the strike was breaking and that about half the stitchers had returned to

work. On January 18 all hands returned except the forewoman. On the 20th the recent strikers published a card expressing their appreciation of the superintendent of the factory, who had been criticised unjustly.

**CLARK & MILLS ELECTRIC COMPANY.
T. W. BYRNE — BOSTON.**

On January 12 a visit was received from Everett T. Malory, of the National Board, and Peter W. Collins, agent of Local Union No. 103, of the International Brotherhood of Electrical Workers. They stated that the industry was carried on under the terms of the following agreement:—

AGREEMENT.

This agreement, made and entered into this day of , 1903, by and between the Electric Contractors of Boston and Vicinity, parties of the first part, and Local Union No. 103, International Brotherhood of Electrical Workers of America, parties of the second part, witnesseth, that the parties hereby agree to and with each other as follows:—

Article I.—Eight hours shall constitute a day's work, or 48 hours a week's labor. Hours of labor shall be performed between the hours of 8 A.M. and 5 P.M., to go into effect January 1, 1904.

Section 2. Should it be deemed advisable by the contractor to operate an installation at such other times as may be necessary, he shall be at liberty to employ a so-called night gang, paying them at the rate of single time, as prescribed by Article VIII; the hours of working, for this shift, to be between 6 P.M. and 3 A.M., allowing 1 hour for luncheon, except Saturday night, when the hours shall be from 6 P.M. to 12 M., making 46 hours constitute a week's work, to be paid for as 48 hours. In employing a regular gang for night work it is understood that the same men shall not be called upon to work other hours of the twenty-four without over-time, as provided for in Article II. Under the above ruling the contractor will not be permitted to employ a night gang unless

the work required to be done will continue for more than 6 consecutive nights, and shall not be permitted to work a day gang on such job.

Article II. — Any labor performed before 8 A.M. or after 5 P.M. shall be paid for at one and one-half the regular rate of wages. All labor performed on Sundays or legal holidays shall be paid for at double the regular rate of wages. Legal holidays shall be Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In no case shall a member of the union be required to work on Labor Day except in cases of extreme emergency.

Article III. — The contractor shall furnish all necessary tools for conduit work, and all bits over regular lengths and one inch in diameter; also drills, when such are required on a job.

Section 2. No journeyman or helper shall be employed by any contractor signing this agreement who does not have in his possession the classified list of tools as shall be agreed upon later.

Article IV. — Journeymen shall be responsible for all tools and material taken from the shop, provided the contractor shall furnish a place of safe keeping for the same. Contractors shall furnish a suitable locker on new buildings for the protection of tools and clothing.

Article V. — Any journeyman or other person becoming a contractor shall do no work without keeping in his employ at least one journeyman, and shall comply with all other requirements of this agreement.

Article VI. — All journeymen shall report for duty on a job at 8 A.M., provided the job is within three miles on any car line in Boston. In case the workman shall call at the shop for orders or material, he shall report at 7.45 A.M., and the contractor shall pay during hours of work all necessary car fares. On all work over fifteen miles outside of Boston, this being the jurisdiction of Local No. 103, I. B. E. W., the contractors shall pay all expenses for married men and foremen, and \$2.50 per week for room rent for single men.

Article VII. — All contractors shall comply with the weekly payment law. Workmen shall be paid on or before 5 o'clock P.M.

Article VIII. — *Section 1.* The minimum rate of wages for journeymen shall be 40 cents per hour, beginning January 1, 1904.

This minimum rate for journeymen shall be raised to 45 cents per hour January 1, 1905.

Section 2. The minimum rate of wages for helpers shall be 25 cents per hour, and will remain at this rate until he has successfully passed his examination as a journeyman.

Article IX.—The number of helpers on a job shall be as follows: not more than one helper to one journeyman.

Article X.—The contractor hereby agrees not to require a workman to use a helper under eighteen years of age, office boys and others not doing regular work excepted.

Article XI.—No helper shall be allowed to carry on the installation of any work except as an assistant to a journeyman, except in case of emergency.

Article XII.—A helper shall not be allowed to finish work in any branch of the trade. If a helper feels confident he is able to do journeyman work after he has served three years, he shall make application to the classifying board, and if he successfully passes the examination, he shall be entitled to a journeyman's wages; if not successful, he shall continue to work as a helper, receiving helper's wages, and cannot make application for another examination for six months.

Article XIII.—A committee shall be appointed, consisting of two members from the contractors' association, two from Local Union No. 103, and one to be chosen by the other four members, to act as an examining board, for the purpose of classifying journeymen and helpers whenever necessary.

Article XIV.—All electrical journeymen (excluding linemen), or helpers employed by signers of this agreement, shall be members of Local No. 103, I. B. E. W.

Article XV.—The party of the first part shall not sublet any of the work to any workmen in their employ; neither shall any journeyman or helper be allowed to take any contract or piece of work in any shape or manner from any person whatsoever, whether he be a party to this agreement or not.

Article XVI.—An arbitration committee of three men of each party to this agreement shall be chosen, before whom matters not provided for in this agreement, or any violation thereof, shall be brought. If at any time this committee should fail to agree on any matter coming before it for settlement, said committee shall

have power to call on the State Board of Arbitration, whose decision shall be final and binding.

Article XVII.— In the event of a dispute, a conference shall be held by a committee consisting of three members of the union and three members of the contractors, who shall endeavor to adjust the same; and should this committee disagree, said dispute shall be referred to the arbitration committee provided for in Article XVI; but the employer involved and the business agent of the union shall not be eligible to serve on the arbitration committee. Both, however, may be present.

Article XVIII.— All differences under this agreement are to be settled by arbitration, as provided for in articles XVI and XVII. No strike or lockout directly or indirectly shall be ordered by either party hereto as against the other for any grievance whatsoever, if the aggrieved party acts within the order of committee referred to in articles XVI and XVII.

Article XIX.— This agreement dispenses with all former agreements between said contractors and said union, but may be amended or corrected at any time by a majority of both parties, giving notice four months previous.

Article XX.— This contract shall go into effect on signing, with the exception of Article VIII, which shall go into effect January 1, 1904.

Article XXI.— Local No. 103, I. B. E. W., hereby agrees not to permit its members to work for any contractor not a signer of this or an identical agreement; and further agrees not to permit its members to carry on the installation of any new work or changing over system of wiring which should be contracted for by signers of this agreement, unless permission is given so to do by arbitration committee.

Article XXII.— Contractors shall not be responsible for the payment of dues, fines or fees assessed by the local. If any journeyman or helper is to be dismissed or suspended from the local by reason of non-payment of any dues, fines or fees, a notice of at least ten days shall be given the employer, should it be required that the man so in arrears cannot be permitted by the local to continue work as a member of Local No. 103, I. B. E. W.

Article XXIII.— Local No. 103, I. B. E. W., shall accept upon application, without prejudice based on any claims or former grievance, any journeyman or helper, whatever the classification

of the contractor may be, at the time of his making application into the union. Such new members as may enter the union by reason of this agreement shall receive equal benefits with their fellow workmen, and shall be assessed no more in dues, fines or fees of any kind than are regularly exacted from other members of the local, providing he passes the regular examination provided for by this agreement.

Article XXIV. — The signers of this agreement hereby agree not to discriminate in any manner whatsoever against any member of Local No. 103, I. B. E. W., who may be assigned to act in any capacity for his local.

Section 2. No agent or other representative of the local shall interview workmen during working hours, except foreman on jobs. For any interview or other interference with workmen during the time they are regularly employed in performing work, whether on a job or in transit to or from a job, time shall be deducted from the pay roll, at the end of the week, of the workmen thus becoming a party to the interview. The amount of time thus deducted shall in no case be less than one hour.

Article XXV. — Local No. 103, I. B. E. W., shall furnish a bond payable to the Electrical Contractors' Association of New England to the amount of \$1,000, provided Local No. 103 calls a strike in violation of this agreement; said bond to be furnished by some surety company in good standing.

If the men on any job for any of the signers of this agreement stop work on account of order to stop work by Local No. 103, this shall be judged a "strike."

Article XXVI. — The arbitration committee, as provided for in articles XVI and XVII, shall be empowered to impose a fine (not exceeding \$50 for any one offence) upon any workman or any signer of this agreement who violates any of the articles thereof.

Article XXVII. — This agreement to expire October 1, 1905.

(Signed)

Contractor.

LOCAL UNION 103,

President.

Secretary.

Under Article XXV of the foregoing the union was to furnish a bond of \$1,000, payable to the employers' asso-

ciation in case of a strike in violation of the agreement. Under Article XVII there had been conferences on how best to settle certain controversies with Clark & Mills Electric Company and T. W. Byrne concerning alleged violations of Article IX, and these conferences resulted in disagreement; therefore, under Article XVI, they came to invoke the mediation of the Board, with a view to an amicable settlement, not necessarily by arbitration. They suggested that the employers' committee on arbitration be invited to confer with them in the presence of the Board as soon as possible. Accordingly, invitations to a conference on the 14th, at 10.30 o'clock in the forenoon, were thereupon issued to both parties.

On the 14th Messrs. Deane, Kelly and Billings appeared on behalf of the electrical contractors of Boston, and Messrs. Mallory and Collins for the electrical workers. It appeared that the body named in the foregoing agreement, the joint arbitration board, had imposed penalties upon the Clark & Mills Electric Company and T. W. Byrne for non-compliance with joint rules. These employers refused to pay the fines, for the reason, as alleged, that the union had violated Article XXV of the agreement, inasmuch as it had not provided a bond of \$1,000. The representatives of the workmen said in reply that no surety company would furnish to a union the bond required by the agreement, but that the money had been deposited in good faith. It further appeared that, while Clark & Mills Electric Company had taken no other steps under the rules, T. W. Byrne desired to appeal to the State Board. The Board thereupon advised the parties substantially as follows: the workmen were recommended to make out a bond in due form, and after the

legal requirements had been complied with and the bond secured, appeal once more to the joint committee provided in the agreement; and both parties were to endeavor to agree upon as many matters in dispute as possible, and refer any controversy that might be left to the determination of this Board. The advice was accepted by both parties, and they withdrew, expressing their intention to adhere to it.

ONEKO MILLS—NEW BEDFORD.

In the Oneko Mills at New Bedford there was a change from a low-priced to a high-priced product, and from nap cloth to smooth-surface goods. This change necessitated a revision of rules, and it was understood that hereafter more attention should be required of the work people; but when it was attempted to carry the new rules into effect, 34 weavers quit work on January 17 and went out on strike. In a few days, an understanding having been reached, these returned; the difficulty, however, was renewed in a few weeks; 36 weavers, saying that the employer had not kept his agreement, went out on strike on February 8.

On the 10th the Board went to New Bedford, interviewed both parties and acted as intermediary. The weavers demanded that three mispicks or fewer should not be counted bad weaving, and that weavers not earning \$1 a day by the piece should be paid 15 cents an hour; that all hands except 2 should be received into their old places without discrimination. The employer said he would not take the old hands back, only such as he desired. No agreement could be arrived at.

In a few days the strike dissolved, some of the help re-

turning to the mill for such work as might be given them, and others seeking work elsewhere. Since the disappearance of the difficulty no further trouble has been experienced.

FALL RIVER COTTON MILLS—FALL RIVER.

The long-continued strife of cotton operatives against a reduction of wages, which began in the latter part of July, 1904, had not been adjusted at the time of the last annual report of this Board; though, as was said at that time, a temporary settlement had been reached through the efforts of the Governor on January 18, whereby all who were out might return to work, pending further negotiations. When work was resumed, Governor Douglas made an investigation. His communication addressed to representatives of the manufacturers and of the operatives, dated May 17, is as follows:—

At the close of the strike in Fall River, in January last, I agreed to investigate the matter of margins, and submit my conclusions as to what average margin should prevail, on which the manufacturers should pay a dividend of 5 per cent. on wages earned from that time to April 1, 1905.

In accordance therewith, I herewith submit to you my conclusions.

After April 1, 1905, I began investigations by submitting to such of the corporations as were affected by the strike a list of ten questions to be answered by them, and certified under the hand of the treasurer of the respective corporations. The questions were prepared by Mr. Charles F. Pidgin, chief of the Massachusetts Bureau of Statistics of Labor, whose assistance throughout the investigation has been of great value to me, and were carefully examined by me before they were submitted to the corporations affected. They were as follows:—

1. Cost per spindle (present valuation).

2. Percentage of cost required for dividends.
3. Percentage of cost required for depreciation.
4. Pieces of cloth produced by 50,000 spindles in 1 week (averaged for 10 weeks).
5. Pounds of cloth produced by 50,000 spindles in 51 weeks, equivalent to units of 45 yards 64 by 64 print cloths.
6. Running expenses exclusive of cotton, — 1 week.
7. Average price of Middling Uplands cotton per pound from January 20, 1905, to April 1, 1905.
8. Number of pounds of cotton required to make 45 yards of cloth (width in inches) (pick).
9. Average selling price for cloth per yard between January 20, 1905, and April 1, 1905.
10. Amount received for waste and by-products, per week.

Nineteen corporations, including 9 of the 10 specified by the employees, made answer to my inquiries. I have satisfied myself as to the correctness of the figures given me by the mills, and from these returns and other sources I find the following facts, using as a basis of computation cotton cloth, 28 inches wide, 64 by 64 pick: —

The average price for Middling Uplands cotton per pound from January 20, 1905, to April 1, 1905.

The average selling price for cloth per yard between January 20, 1905, and April 1, 1905.

The average running expenses, exclusive of cotton, per week, less an average amount received each week for waste and by-products.

The capitalization of the various mills.

Allowing 6 per cent. for annual dividends and 5 per cent. for annual depreciation, I find that it will require a margin of 74.38 cents between the price of 45 yards of cloth and 8 pounds of cotton to pay a dividend of 5 per cent. on the wages earned during the time specified.

It is claimed by the employees that, in submitting my conclusions, I should take into consideration the fact that the mills have not been running full during the time specified, and have otherwise been prevented, on account of the previous strike, from making as good a showing as they otherwise would. It is undoubtedly true that the showing made by the mills during the time

specified is, for the reasons claimed by the men, less than it would have been under ordinary circumstances; but I do not see that, under my agreement with both parties, I am allowed to consider these facts, and I have accordingly omitted them from my calculations.

WILLIAM L. DOUGLAS.

The executive committee of the textile council, in a resolution expressing their confidence in the Governor, called attention to the fact that the findings covered only the periods from January 2 to April 1, 1905, and that it would in no way affect future wages. While some were disposed to look upon the matter as settled, the weavers' association made persistent attempts to bring about increased wages.

In June the textile council asked the manufacturers for a conference upon the industrial situation then existing, which was refused. In September the margin was below that fixed by Governor Douglas, and the weavers contended that the Governor's conclusion did not bind them at that time.

On October 25 the Board was informed that a strike was seriously threatened. The mediation of the Board was sought, and exerted. A conference was had, but no break occurred in the peaceful relations.

FRENCH & WARD — STOUGHTON.

Believing that the labor cost of their product should be brought more nearly to the level of that of competitors, Messrs. French & Ward of Stoughton posted a new schedule of prices for items of labor in their factory. The scale was not so low as in rival establishments, and the earning power of the operatives was greater still because of improve-

ments in machinery. This, however, did not appeal to the knitters, and on the 19th of January they went out on strike, 7 spool-tenders also going out through sympathy. The parties began to confer on the question of a settlement almost immediately after. The employers were firm in their determination.

On the 26th it was ascertained that the strike was dissolving; in point of fact, some of the help did return to work, while strangers were taken into vacant places, and soon the mill was running in all departments and experiencing no difficulty.

CORR MANUFACTURING COMPANY—TAUNTON.

Two hundred and fifty weavers and carders, not members of any union, went out from the mills of the Corr Manufacturing Company in Taunton on January 23 to resist a reduction of $12\frac{1}{2}$ per cent. in wages, caused, it was said, by the acceptance of a similar reduction in Fall River. The strikers said that if they had to accept a $12\frac{1}{2}$ per cent. reduction they would prefer to work in Fall River, since it would cost them less to live. The management would not hear of a compromise; the reduction was to take effect, or the mill must be closed.

The Board immediately offered its services, and found the parties were conferring on the question of a settlement. They promised to accept the services of the Board if negotiations should fail. On the 25th work was resumed in all departments, the parties having agreed upon a scale of prices then in force in Fall River. The difficulty did not recur.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on February 10 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in the edgsetting department of its Factory No. 2.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by W. L. Douglas Shoe Company to the employees in its Factory No. 2 at Brockton : —

	Per 24 Pairs.
Edgsetting, up to and including 15 square (Goodyear), . . .	\$0 30
Edgsetting, up to and including 15 square (McKay), . . .	25
Edgsetting, exceeding 15 square (Goodyear), . . .	38
Edgsetting, exceeding 15 square (McKay), . . .	30

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHARLES MONTGOMERY & CO., CHARLES H. BOYNTON, GRIFFIN & CO., SYLVANUS SMITH, Jr. — GLOUCESTER.

On the 14th of February the Board went to Gloucester and interviewed the parties to a controversy in the teaming industry. It appeared that friendly relations had always existed between them; agreements had been made from time to time, and served to maintain a mutual sentiment of respect. The employees said that, notwithstanding evident desire to be fair, the employers were thoughtless or indifferent as to over-time work required. The workmen did not wish to be disobliging, and would work from time to

time on occasion after hours ; but to have work laid out in advance to be performed after the work day had ended showed an unreasonableness on the part of the employers that ought to be corrected. Several weeks before, an agitation for a new agreement began and modifications and amendments were made, in every instance by the employer and in every instance conceded by the workmen ; and now the proposed agreement had been so much amended that the work people said it was substantially the product of the employers. Since everything that the employers desired had been incorporated in the document, they could not understand why the signatures were withheld. The former secretary of the employers' association had agreed to the terms so far as his own business was concerned, and he and the agent of the union signed the agreement. It had been thought that the other employers would follow his lead, but a new difficulty had then arisen ; it was not so much a question of what to sign, as whether anything should be signed. The employers assented to it orally, and, having passed their word, felt that it was due to them as business men of integrity to be believed ; and, moreover, they never had signed any agreement, and were simply following the custom. The employees stated that the custom had been broken, one of the employers having signed, and having urged the other employers in several interviews to end the difficulty by signing.

The difficulty culminated in a strike on February 13, the day before the Board's visit. The Board had separate interviews with the parties. The union was determined on a signed agreement ; the employers had announced their agreement, but were not willing to sign. The Board's

invitations to a conference were accepted with thanks on both sides.

At a conference held in the presence of the Board at Gloucester, on February 15, the following was committed to writing, being the several articles of an agreement entered into by Local Union No. 266, represented by A. A. Silva, president, W. Mitchell, secretary, and F. P. Fall, organizer of the International Brotherhood of Teamsters, and Charles Montgomery, Charles H. Boynton, Griffin & Co. and Sylvanus Smith, Jr., coal dealers:—

Article I.—The above coal dealers agree to employ members of the International Brotherhood of Teamsters, in good standing, or those willing to become members at the end of one month.

Article II.—*Section 1.* That 10 hours in 11 shall constitute a working day.

Section 2. That 60 hours shall constitute a working week.

Section 3. That 1 hour on or as near the usual hour, 12 to 1, as possible be allowed for dinner.

Section 4. That said time shall commence from time of reporting at stable at 6 A.M., till time of dismissal at night at 5 P.M.

Section 5. There shall be no over-time under any circumstances, but providing teamsters are found working after 6 o'clock they shall be paid for at the same rate as Sundays and holidays, which shall be rate of time and one-half over and above weekly wages.

Section 6. The helpers shall receive \$12 per week, and the same Sundays and holidays as teamsters.

Section 7. Helpers' hours shall be from 6.30 A.M. till 5 P.M.

Section 8. It is mutually understood that any teamster receiving more pay than this schedule calls for shall not be subject to any reduction.

Article III.—*Section 1.* The holidays recognized in this agreement are: Washington's Birthday, Patriots' Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas, and that under no circumstances shall any member of the organization be allowed to work on Labor Day except in case of great necessity. The days herein named shall not be deducted from the regular salary.

Section 2. It is understood that men shall care for horses on Sundays and holidays, but in no case shall they be required to clean harness on Sundays or holidays.

Article IV. — The minimum rates of wages recognized by this agreement are as follows: one-horse teams, \$12 per week; two-horse teams, \$12 per week; three-horse teams, \$13 per week; four-horse teams, \$15 per week; except that 25 cents per day extra shall be paid for less than a working week. That the pay shall be paid in full weekly.

Article V. — The organization on its part agrees to do all in its power to further the interests of the coal dealers, and also agrees to furnish competent union teamsters when needed, if possible.

Article VI. — Section 1. A strike to protect union principles shall not be considered a violation of this agreement.

Section 2. Should any difficulty arise, there shall be no strike or lockout, but the same shall be submitted to a committee of three, one from the union, one from the employer and the two to choose a third; and should a settlement not be agreed upon by the parties within a reasonable time, the matter shall be submitted to the State Board of Conciliation and Arbitration for final settlement.

Article VII. — It is agreed that these articles shall take effect from and after Monday, February 20, 1905, and remain in force for three years.

RICHARD P. BARRY,

CHARLES DANA PALMER,

Members of the State Board of Conciliation and Arbitration.

M. O'KEEFFE — BOSTON.

M. O'Keeffe is the proprietor of a great many grocery stores in New England, widely scattered, and employs a great many salesmen. The Retail Clerks' International Protective Association had for a long time desired to establish a holiday on Wednesday afternoon in the months of June, July and August, and had proposed it to Mr. O'Keeffe some three years ago. A committee of Local Union No. 160 failed to obtain an interview; he would not receive the

committee of the Central Labor Union of Boston or that of the Massachusetts branch of the American Federation of Labor. The Massachusetts branch of the retail clerks at no time succeeded in obtaining an interview. A boycott was thereupon placed upon all the stores of Mr. O'Keeffe.

In the summer of 1904 it was found that the hours in vogue in different localities had been adopted by Mr. O'Keeffe in these places. At the beginning of 1905 there was no dispute between him and organized labor save that the workmen's representatives had not been recognized,—a difference implied by his attitude, but not expressed on either side. On February 15 William C. Wheeler, third vice-president of the Retail Clerk's International Protective Association, appeared and requested the Board's mediation, with a view to obtaining an interview with Mr. O'Keeffe, the accomplishment of which would in itself be a settlement of the shadowy difference that remained. This was promptly obtained, a perfect understanding was reached and the boycott was removed.

NORTHBOROUGH WOOLEN MILLS — NORTHBOROUGH.

On the 15th of February several weavers of the Northborough Woolen Mills, who had been put on work involving fewer shuttles, thereby losing nearly \$4 of the week's wages, struck, and were the occasion of compelling the rest of the employees to cease work, against their wishes, the whole number being 200. The manager gave them until February 20 to decide whether the cessation of work should be permanent, or not. The employees were not organized, and little was effected in the way of concerted action. On

Monday, February 20, the mills were opened, and about 60 per cent. of the operatives returned to work.

When the Board interposed and offered its services as mediator it was learned that the strike was dissolving, and further investigation revealed that no difficulty of any kind existed.

CHICOPEE MANUFACTURING COMPANY — CHICOPEE.

Twenty-five employees quit work in the napping room of the Chicopee Manufacturing Company at Chicopee on February 13, in protest against excessive heating. William H. Grady, in behalf of the workmen, gave notice of the difficulty on February 16. It was claimed that while in similar workshops the temperature was never permitted to exceed 88°, it sometimes rose in this napping room to 180° F., and that the windows had been so nailed that there could be no ventilation. Mr. Grady was advised to seek an interview with the agent of the employer, if possible to compose the difficulty, and, in the event of no improvement, the Board would endeavor to bring the parties together in a conference. The Board communicated with the employer.

Having secured a courteous reception for the workmen's committee, an interview between the agents took place on the 18th, and misunderstandings were removed. It was ascertained that the temperature was not so high as had been believed; that the fastening of doors and windows was not to prevent changing and cooling the air, but to prevent easy access to a place of idling. The employees contended that they had never wasted time for which they had been paid, but at the evening meal, when their time was their own, they preferred to meet outside the work room.

The Board advised that no hostilities be indulged in on either side during negotiations, and the advice was followed. There was no advertising for new hands, to render the dispute more difficult to compose, and strangers seeking work at this stage were refused.

On the 22d a settlement of the napping-room difficulty was reached. Messrs. Lord and W. H. Grady, representing employer and employed, agreed on all details. None should be discriminated against because of the controversy; all hands were to return to their former places. Accordingly, all hands returned to work on the 23d, but the foreman of the room assigned to each an extra machine or two, saying that it was by order of Mr. Lord, the agent. All the employees then struck again. When this came to the knowledge of the Board, Mr. Grady was advised to seek another interview with Mr. Lord. On the 27th the Board communicated with the employer, and arranged another conference between the parties. The events which followed were due either to caprice or to reasons that could not be ascertained.

On March 9 they returned to work. On March 14, some newcomers having secured employment, there were rumors of a general exodus, which, however, did not occur. No trouble has since arisen in the department, and an investigation made by General President John Golden of Fall River, representing the Textile Workers' Union of America, was reported towards the middle of June. According to Mr. Golden's report, the heat on summer days often arose to more than 100°, and this was almost entirely due to torrid weather conditions; in other places at all seasons the temperature had been kept at a much higher rate con-

stantly. While men who had never worked in high temperatures before might become discouraged, they would become inured to it with experience.

CHICOPEE MANUFACTURING COMPANY — CHICOPEE.

On the 18th of February 25 weavers quit work in the factory of the Chicopee Manufacturing Company at Chicopee, for the purpose of emphasizing their objection to a reduction without notice. Their places were promptly filled by newcomers. The Board made inquiries with a view to ascertaining whether there was any connection between this and the difficulty set forth in the preceding statement, but no such connection was apparent. On February 23 the men who had been hired to take their places struck in their turn, and many of them left town with no intention of returning. On the 27th, however, some of the former employees did return, and others were found to fill the other places left vacant by the strikers. The Board was in constant communication with the proprietors of the mill, but failed to discover any other cause than one of restlessness. The fact that the dates given coincide with the dates on which crises were reached in the case of nappers warrants a belief that it was largely sympathetic.

**BARNARD MANUFACTURING COMPANY —
FALL RIVER.**

On February 20 about 200 weavers employed by the Barnard Manufacturing Company struck, as a protest against an alleged attempt to introduce the 10-loom system. The strikers had been operating 8 looms, and said

that they were going to be required to operate 10 without additional compensation. The employees sought and obtained a conference with the agent. The Board offered its services as mediator.

The employees felt, however, that the change at the Barnard Mills, during the pendency of negotiations between the manufacturers' association and employees' committee, concerning the settlement of the strike of the preceding year, was a breach of faith calculated to affect the settlement of the preceding difficulty. The employer believed that the cost of production must be diminished, in the presence of competition. A revival of the weavers' strike of the preceding year, through the Barnard strike spreading to other mills, was apprehended.

On February 27 word was received by the Board that the strikers had returned to work, pending the settlement of the 10-loom controversy. The strike was not renewed. The controversy has never been settled, except so far as it was merged into the general controversy then under consideration, a statement of which is given elsewhere.

GEORGE G. SNOW COMPANY—BROCKTON.

The following decision was rendered on February 21:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees of said George G. Snow Company in its finishing department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having heard the parties by their duly appointed representatives, awards that the following price be paid

by George G. Snow Company to the employees in its factory at Brockton : —

Cleaning shanks, with pinwheel and naumkeag attachment, Per 24 Pairs.
\$0 14½

By the Board,
BERNARD F. SUPPLE, *Secretary*.

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decision was rendered on February 21 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, of Abington, and an employee of said Lewis A. Crossett-Incorporated, in the treeing department of its Factory No. 2.

The Board, having considered said application and having heard the parties by their duly appointed representatives, decides that Lewis A. Crossett, Incorporated, is not bound to pay the employee the sum claimed to be due him.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on February 23 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in the channeling department of its Factory No. 1.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by W. L. Douglas Shoe Company to the employees in its Factory No. 1 at Brockton : —

Channeling innersoles, per day, \$2 85

By the Board,
BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on February 23 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in the jointing department of its Factory No. 2.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by W. L. Douglas Shoe Company to the employees in its Factory No. 2 at Brockton : —

Jointing, not including knifing or repairing the heels,	Per 24 Pairs
	\$0 12

By the Board,

BERNARD F. SUPPLE, *Secretary.*

On March 1 the W. L. Douglas Shoe Company and employees, represented by John P. Meade, requested an interpretation of the above, and stated their views to the Board on the following day; whereupon the following letter was sent : —

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, March 3, 1905.

*W. L. Douglas Shoe Company, and Employees in the Jointing Department,
represented by J. P. MEADE, Brockton, Mass.*

GENTLEMEN : — The decision of the Board, rendered on February 23, 1905, in the matter of the joint application for arbitration to the Board of the W. L. Douglas Shoe Company of Brockton and employees of the said W. L. Douglas Shoe Company in its Factory No. 2, to wit, "Jointing, not including knifing or repairing the heels, per 24 pairs, \$0.12," should be understood to mean jointing shoes, the shoes to come cut in by the trimmer, and heels not to be repaired. The word "knifing" is therein used referring to the operation stated in the agreement between the trimmers in

Factory No. 2 and the said W. L. Douglas Shoe Company, wherein it is provided that "bunch in front of heel" is "to be knifed off by trimmer," which agreement was considered at the hearing.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

BROCKTON CO-OPERATIVE BOOT AND SHOE COMPANY—BROCKTON.

On February 25 notice of a disagreement in the treeing department of the Brockton Co-operative Boot and Shoe Company was received, and communication was effected with the employer. Advice was given concerning the peaceful adjustment of labor difficulties. The grievance as stated was committed to writing in regular form, with a view to securing the signatures of both parties. The agent of the manufacturer expressed his satisfaction, and undertook to procure the submission of a joint application. Nothing further was heard of the dispute, and there has been no disturbance of harmonious relations at any time since.

G. A. CREIGHTON & SON—LYNN.

On February 28, 25 lasters quit work and went out on strike from the factory of G. A. Creighton & Son, to emphasize a demand for higher wages. The Board immediately interposed with an offer of services as mediator. The offer was accepted. The parties were already in conference, and had agreed to submit the matter to the arbitration of the Board, but could not agree upon the terms to be observed pending the arbitration. The conference continued in the presence of the Board, and an agreement was

reached whereby the firm agreed to pay existing prices during the pendency of arbitration. Thereupon both parties signed an application to the State Board, and the lasters returned to work.

The following decision was rendered on May 9 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between G. A. Creighton & Son of Lynn and employees of said G. A. Creighton & Son in their lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following prices be paid by G. A. Creighton & Son to the employees in said department for the work as there performed : —

CONSOLIDATED HAND-METHOD MACHINE.

First Grade — McKay.

	PER PAIR.	
	Pulling-over.	Operating.
Dongola or box calf, plain toe, common sense, . . .	\$0 02½	\$0 01½
Dongola or box calf, including box and tip, . . .	02½	01½
Chrome patent vamp, including box and tip, . . .	03½	02
Patent leather, including box and tip, . . .	03½	02
Russia calf, including box and tip, . . .	03	02
Lots under 12 pairs, extra, . . .	00½	—
Samples, extra, . . .	02	01
Hour work, . . .	30	30
Sole-laying, . . .	00½	—
Sole-laying samples, . . .	00½	—

Second Grade.

Dongola or box calf, plain toe, . . .	\$0 02	\$0 01½
Dongola or box calf, tip of same or patent tip, . . .	02½	01½
Russia calf, . . .	02½	01½
Patent leather, . . .	03	02
Patent chrome patent, . . .	03	02
Samples, extra, . . .	02	01

Wells after Pulling-over Machine.

		PER PAIR.	
		Pulling-over.	Operating.
Kid,	-	\$0 02
Patent,	-	02½
Russia,	-	02½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

QUARRYMEN—MILFORD.

On March 1 the quarrymen of Milford went on strike in order to establish a list calling for 30 cents an hour for hand drillers and 40 cents an hour for machine drillers. The Board offered its services as mediator on March 3, but the principal employer said there was "nothing to arbitrate," and there had been plenty of conferences; but he believed that if the Board wished to be active, it might devote its energies to convincing the work people of the "error of their ways." The methods of the Board were explained. The general manager replied that he was going away for a week, and there was nobody authorized to negotiate a settlement during his absence.

Later it was learned that there were negotiations between the union committee and the local superintendents of quarries,—negotiations which led to many variations in the demands and to no change in attitude, but which, while pending, enabled the Board to give its attention to granite difficulties in other quarters. On April 1 an arbitration clause was the only obstacle to an agreement between the parties in question. The strikers and manufacturers were agreed on 27 cents an hour, but the manufacturers' demand for an "arbitration committee," the name they chose to give

a joint conference committee of six, was not favorably received by the strikers; but when the name was changed to grievance committee the strike came to an end.

GRANITE CUTTERS — WORCESTER.

According to the laws of the Granite Cutters' National Union, contracts between workmen and employers shall run for a term of one or more years. Each party to the existing agreement has an opportunity at the end of the term to propose changes, provided he has given three months' notice to the other party. For the purpose of correcting and assisting local influences, it is furthermore required of granite cutters who desire a change that they shall notify the general officers of their union one month prior to the notice given to the employer. Strikes, therefore, are never hastily undertaken.

Several contracts between members of the union and their employers in Massachusetts were to expire on the 1st of March. In some instances the work people desired changes, and notified their employers to that effect on the 1st of December, 1904. While certain requests were under consideration at Worcester, a misunderstanding arose between the George D. Webb Granite and Construction Company and the cutters in its employ, which led to 40 granite cutters and 10 blacksmiths quitting work. There were two sheds a few inches apart, so constructed and having so much machinery in common that they might be considered one building, and so they were considered by one of the employees, who declined to work in a factory where a surfacing machine was operated.

The union sustained his action, and requested that the company erect such a partition as would put the obnoxious machine into another building, or move the machine away; but the employer refused, saying that the sheds were not one building, and that the journeymen cutters were over 250 feet away from it, in a place where they could not see it; that the erection of a partition could not be effected because of the machinery that united the two structures. A strike took place on February 18, but the men returned to work under the old conditions on the 24th, only to come out on strike again in less than a week.

It appeared that the manufacturer had taken little or no notice of the request made at the beginning of the year; and, as a strike was at that time resolved upon as an alternative, the men who went out were simply doing what they had resolved to do several weeks before. About 25 cutters employed by the Troy White Granite Company quit work at the same time, and 25 others, employed by Martin Wilson, Austin O'Toole, Laughlin & Crowley, Thomas Brosnahan, Worcester Monument Company, Davis Brothers and John J. Kittredge, making about 100 in all.

As the time set for the strike approached, the Board learned by inquiries that nothing had been done to adjust the difference in the way of satisfying the demands of the workmen, and that this in itself was regarded as a grievance, and was calculated to make the workmen unrelenting. On March 1 the union granite cutters quit work. Inquiry revealed the fact that there was substantially but one demand, and that was for an increase in wages from \$3 to \$3.25 per day of 8 hours.

A conference of parties in the presence of the Board at

the office of the George D. Webb Granite and Construction Company was had on March 8, but no agreement was reached. The employers offered the prevailing rate of wages, — \$3, — with certain suggestions about minor points of dispute, but these were rejected at the next meeting of the employees. With a design to learn what, if anything, could be done to change this persistent attitude, and to ascertain the opinion of the union, the Board interviewed the committee on March 14. There was nothing to warrant a hope of settlement. The committee said that the union did not view the manufacturers' proposition as one made in good faith, but rather in the fore-knowledge that it would be rejected; what the manufacturers offered was substantially a reduction from the list of last year; it was not likely that people demanding an increase would accept a reduction. The union, said the committee, had treated these propositions with more consideration than they deserved. They were rejected, a committee sent to the manufacturers' association informed them of the fact, the State Board was so notified, and that ended the business. However, at the earnest solicitation of the Board they said they would go over their demands once more, and find whether there might be anything to concede. They proceeded to do so, and subsequently presented the following letter, saying that they would be very pleased to have the Board place it before the manufacturers: —

THE GRANITE CUTTERS' NATIONAL UNION
OF THE UNITED STATES OF AMERICA,
WORCESTER BRANCH, March 14, 1905.
State Board of Conciliation, Boston.

GENTLEMEN: — In response to your request, having reviewed our demands for the purpose of discovering whether any of them might be amended so as to facilitate agreement, we have to say: —

1. Concerning wages : we will sign a list satisfactory in other respects establishing the minimum hour rate at 40 cents.

2. Concerning time limitation : we will sign such a list for five years, expiring May 1.

3. Concerning apprentices : organized labor neither approves nor condemns national sentiment ; it does not define the meaning of " American boy," a phrase used by one of the manufacturers. There should be a proportion between the number of learners permitted to do a man's work at low rates, and the number of skilled workmen. We will sign such a list as shall permit an employer of fewer men than a gang to take one apprentice.

4. As to tool sharpening : we cannot afford that our implements of trade should deteriorate through neglect or any cause other than the natural wear ; such is the result when a man is required to sharpen too many tools.

In general : we believe in conciliation, and are willing to concede much for the sake of peace. We do not deem it necessary or expedient at present to apply for arbitration of any kind, much less for that of a committee such as the manufacturers suggest, and limited in their freedom as they would limit them.

We are not accustomed to trade and dicker. We deliberate, determine what we need to live as self-respecting citizens, and we ask for what is necessary. Not foreseeing any dispute, we have not added anything superfluous to our needs, so that we might gain credit by lopping it off as a concession. For that reason we have found it difficult to comply with your request, and in this response we feel that we have done more than we ought to do in strict justice to ourselves. Our concessions are made, however, in the spirit of sacrifice and good faith, and for the present purpose only in order to bring about the good feeling that ought to exist between employer and workmen.

Respectfully,

W. L. CARRICK,

Secretary, Conference Committee.

On the 27th another conference was had, at which all the manufacturers but one were represented. The demand of the workmen had been for \$3.25 a day ; they were now willing to concede 5 cents off, — 40 cents an hour for build-

ing work and 38 cents an hour for monument work. The employers would not pay 40 cents. One employer expressed a willingness to pay 39 cents for monument work, and there appeared to be a growing disposition to settle on 39 cents for both building and monument work; but the committee said that it was necessary to distinguish between these kinds of work, and they would not change their attitude. The conference closed without a settlement. The next day the Board learned that one of the manufacturers, the Worcester Monument Company, had agreed to the following:—

GRANITE CUTTERS' NATIONAL UNION,
WORCESTER BRANCH, WORCESTER, MASS.

AGREEMENT FOR 1905-09.

Governing the cutting of granite between Worcester branch of the Granite Cutters' National Union and the manufacturers under the jurisdiction of the Worcester branch of Granite Cutters' National Union.

It is hereby mutually agreed between Worcester, Mass., branch of the Granite Cutters' National Union and the employers of granite cutters in Worcester, Mass., and vicinity, that the following regulations shall govern granite cutters from March 1, 1905, to May 1, 1909, or longer, as per clause in this agreement:—

The wages of the granite cutters on building work to be 40 cents per hour, minimum.

Monumental work to be 38 cents per hour, minimum.

Manufacturers to cut all their own work in the city.

Vault and tomb work to be counted as building work.

Eight hours shall constitute a day's work.

All work outside of the regular working hours shall be counted once and one-half for over-time.

Double time to be paid for all work done from the time darkness sets in until the day breaks. Double time for Sundays and holidays named in this agreement. The holidays recognized are as follows: Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

The hour for starting to be left to the employer, from 7 to 8 A.M.; 1 hour for noon.

Blacksmiths to receive 40 cents per hour, minimum.

Fourteen men shall constitute a gang, and no extra men.

Where a power grindstone is not used, 12 men shall constitute a gang.

A drill sharpeners' gang shall consist of 16 men.

One surface-cutting machine shall count as 4 men on a sharpener.

Three large surface-cutting machines to count as one gang.

Four small surface-cutting machines to count as one gang.

One pneumatic plug drill to count as 2 men.

Wages to be paid weekly; not more than three days' pay to be retained.

All workmen discharged to be paid at once in cash.

Workmen leaving voluntarily to be paid in money or bank checks.

Workmen to be paid during working hours.

Surfacing machines not to be worked in sheds where hand tools are being used during regular working hours.

Sheds to be properly heated and ventilated in cold weather.

Men working outside of sheds to receive 25 cents per day over the regular rate.

Suitable sheds to be provided for cutters for shelter from sun and rain.

One apprentice to be allowed to each gang, and an agreement drawn up between employer and apprentice to have them serve three years with one firm, and that no improvers are to be allowed.

One apprentice to be allowed in yards where there is not a full gang employed. All operators of granite-cutting and tool-sharpening machines shall be members of the Granite Cutters' National Union.

Operators of large surfacing machines to receive \$3.50 per day, minimum.

Operators of baby surfacing machines to receive \$3.30 per day, minimum.

A beginner to be allowed one month to learn, at \$3.20 per day, on a large surfacing machine.

Any dispute arising between employer and employee on the above agreement shall be submitted to a committee representing

employers and employees, said committee to be known as the "Grievance Committee."

The above bill of prices and regulations to take effect March 1, 1905, and continue to May 1, 1909. After that date, should either party desire a change, three months' notice shall be given previous to May 1 of any year. Should no notice be given, this bill of prices and regulations to continue from year to year.

The Board mediated from time to time until April 11, when it appeared that the amount of difference between the parties was very small, the sole question seeming to be whether stones cut for mausoleums should be classed as building or as monumental work. The union insisted that a mausoleum should be classed with buildings rather than monuments. It was not willing to enter into a temporary agreement for the purpose of tiding over a few weeks, and declared that the employers, having been given three months' time, had sufficient notice to put their business into proper shape.

On the 25th the parties came together again and effected a settlement, whereby 40 cents an hour was established as the minimum for the next three years. The other terms have not been made public.

GRANITE CUTTERS—QUINCY.

The Quincy granite cutters, though members of the Granite Cutters' National Union, were receiving lower wages than were paid in any other place, — a fact rendered more conspicuous by the transfer of their national headquarters from Boston to Quincy. On or about December 1, 1904, a demand was made upon the Quincy employers for higher wages, and it was intimated that work would

be suspended on March 1 unless an adjustment was reached before that time. The only answer received was a hope expressed by the employers that work would continue after March 1, and such matters as were not then settled might be referred to arbitration; but this reply was too late in the season, too near the day set for the strike, and the proposition was voted down unanimously by the union. The only matters in dispute were the wage and apprentice clauses, on which the manufacturers refused to act. The employees would not submit to the hazard of an arbitration points that are regarded as definitively settled elsewhere. They protested that this should not be taken as an indication of an opposition to arbitration, and they alleged that 90 per cent. of their agreements had arbitration clauses.

On March 1, 1,000 granite cutters struck. On the 3d the Board went to Quincy and presided at a conference of parties. One hundred and twenty employers were represented by a committee of 9 employers, Frederick L. Jones, chairman. Four points were agreed upon, as follows:—

1. The minimum rate of wages to be $37\frac{1}{2}$ cents per hour, or \$3 a day.
2. Any man incapacitated by old age or physical disability from earning that rate, and whom the employers do not want to hire by the piece, to have a rate established by committees representing both associations, on his earning power by the piece bill; but in no instance to have his rate established on a stone figure less than \$12 by the piece price.
3. The piece-price bill to be a uniform increase of 7 per cent. on the 1900 piece-price bill; some items may be increased more, others less, but the general raise to equal 7 per cent. all the way through.
4. There shall be no more than 3 apprentices to a gang of 13 journeymen or less. If not more than 2 journeymen are employed,

there shall be but 2 apprentices. If more than a gang is employed, there may be an additional apprentice to each additional 4 journeymen employed.

While the committee was arranging details, another difficulty arose with tool-sharpeners and blacksmiths, who demanded an increase from \$2.90 to \$3 a day, and insisted that in dull times their services should be preferred to those of apprentices. The granite cutters concluded to remain out until the blacksmiths' difficulty was adjusted. The difficulty about the apprentices was finally removed by agreement on a certain proportion of learners to journeymen, and the blacksmiths' controversy was settled on Thursday, the 16th. On Monday, March 20, all hands returned to work.

PAGE-STORMS FORGING COMPANY—SPRINGFIELD.

On the 2d of March a new hand in the employ of the Page-Storms Forging Company at Springfield had finished a probation of two weeks in the employ of the company, and was accepted by the company as a satisfactory workman. The other hands expected the man to join the union, but the newcomer refused, whereupon the remainder of the employees requested the company to compel him to make application for membership in the union. The employer refused to do this, and 6 men struck. The Board interposed, and advised both sides. Conferences were held. A report arose that the non-union man had taken himself out of the situation. The strike thereupon collapsed.

The strikers applied for work, and were reinstated in their old places. On March 8 the difficulty came to an

end, and at last accounts the man who was the occasion of the disagreement was also peaceably working for the same employer as before.

A. J. BATES & CO.—WEBSTER.

The following decision was rendered on March 14:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between A. J. Bates & Co. of Webster and employees of said A. J. Bates & Co. in their lasting department.

The Board, having considered said application and having heard the parties by their duly appointed representatives, awards that the following price be paid by A. J. Bates & Co. to the employees in their factory at Webster:—

	Per Dozen.
Pulling up counter by operator after pulling-over machine,	
extra,	\$0 01½

By agreement this award is to take effect from December 21, 1904, and all settlements pursuant to it shall be based upon that date.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

TEAM DRIVERS—GLOUCESTER.

On March 17, as a result of action taken at the meeting of their union on the preceding evening, 66 members of the Team Drivers' Union ceased working, as a protest against alleged violations of oral agreements as to hours and pay for over-time.

On the 18th the Board went to Gloucester, brought the parties together in conference, and some progress towards a settlement was made. The conference in the presence of the Board was resumed on the 22d at Gloucester, but no

agreement was reached. The parties met from time to time, and came to an agreement on April 12, which was reduced to writing in the presence of the Board on the following day. By agreement of parties, the terms of settlement were not published.

J. B. BLOOD COMPANY—LYNN.

In the Board's report for the year ending December 31, 1904, there is a statement of a controversy between the J. B. Blood Company, proprietor of a food department store, and the retail clerks. Notice of the difficulty was given to the Board on November 22 of that year by the employer, whereupon the Board brought about a conference on the same day, which resulted in the submission of the controversy to the arbitration of this Board.

A hearing on the joint application of the parties was given in Lynn on November 29, and resulted in an agreement as follows:—

NOVEMBER 29, 1904.

The committee representing the Retail Clerks' Union do hereby propose that decision in the controversy existing between the firm of J. B. Blood Company and Grocery and Provision Clerks' Union No. 131 be suspended for three months from the above date, in order that both parties concerned in the controversy be given an opportunity to bring about a universal half-holiday. If no amicable settlement can be attained within the specified time limit, the State Board of Arbitration and Conciliation shall then render their decision, which decision shall be binding upon both parties.

Respectfully submitted,

J. B. BLOOD COMPANY.

C. O. BLOOD, *Secretary.*

E. F. ROBINSON,

EDWARD COHEN,

WILLIAM C. WHEELER,

For the Clerks.

On January 31 the Board's attention was called to the following circular: —

LYNN, January 23.

To the Grocery, Provision, So-called Tea Stores and Food Department Stores.

GENTLEMEN: — At the request of the State Board of Arbitration, the grocery and provision clerks of Local No. 131 will conduct a hearing at Park Hall, Lee Hall Building, Tuesday evening, January 31, at 8 o'clock, for the purpose of considering the advisability of changing the clerks' present half-holiday; expense of said meeting borne by the clerks.

Hoping you will find it convenient to attend the hearing and present your views, we remain,

Yours respectfully,

H. R. JACOBS.

J. W. CASWELL.

F. E. WATSON.

C. C. CRYMBALL.

D. FLETCHER.

J. M. KILLIAN.

The Board had advised the parties to confer on the question of a settlement, and had given no notice of a hearing, but the foregoing circular gave a contrary impression in some quarters. The meeting which followed produced no tangible results.

On February 23 separate interviews were had with the parties for the purpose of ascertaining whether a further hearing was desired. Up to March 17 no request for further hearing was received, and on that date the following decision was rendered: —

In the matter of the application signed by the J. B. Blood Company of Lynn and Elmer F. Robinson, in behalf of Local Union No. 131 of the grocery and provision clerks.

By an agreement dated April 16, 1902, signed by "J. B. Blood & Co." and "R. C. I. P. A., Local No. 131, Fred Langdon, first Vice-President; approved by Wm. C. Wheeler, President, L. C. L. U.," to continue one year, it was provided that: —

The party of the first part further agrees to observe the following schedule of hours for opening and closing their store, reserving for themselves the right to substitute some other afternoon as a half-holiday in place of Thursday afternoon if they add a fresh-fish department; but nothing in this clause shall bind the party of the second part to assent to such a change.

On October 1, 1903, the J. B. Blood Company entered into another agreement, in which it was provided that the mid-week half-holiday should be on Thursday; but, as claimed by the company, with the understanding that said holiday might be changed as provided in the contract of 1902.

The J. B. Blood Company has added a fish department to its business, and now claims the right to change the mid-week half-holiday from Thursday to Wednesday. The right of the company to make this change was disputed by Local Union No. 131, and was referred by that union to the Central Labor Union of Lynn. On the 22d of November, 1904, the J. B. Blood Company and Elmer F. Robinson, acting for Local Union No. 131 of the grocery and provision clerks, made application to the Board for the arbitration of the question "whether the half-holiday may be changed from Thursday afternoon to Wednesday afternoon."

The joint application by the parties for the arbitration of this question, although not strictly within the statutory jurisdiction of the Board, was considered in the hope that the conflicting opinions of the parties might be embodied in a new agreement mutually satisfactory, and to that end a hearing was had before the Board on November 29, 1904. At the conclusion of this hearing a proposition was submitted by a committee acting for Local Union No. 131 of the grocery and provision clerks, accepted by the company and approved by the Board, whereby the Board's decision was to be suspended for three months, in order that an opportunity might be given the parties to establish by agreement a uniform half-holiday.

As the three months provided for by this agreement have expired, the Board has further considered the question submitted, with the evidence and arguments presented by both parties, and decides that the half-holiday may be changed from Thursday afternoon to Wednesday afternoon.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

It will be observed that the Board did not undertake to say whether it were expedient or desirable to assign the half-holiday to another day of the week, but rather to decide whether the employer had a right to do so under existing agreements. The decision was displeasing to Local Union No. 131 of the grocery and provision clerks, and accordingly the Board suggested to the employer that it might conduce to the peace of the community if he waived the right to make the desired change. The employer, however, expressed his determination to make the change.

Section 3 of chapter 6, Revised Laws, as amended by Statute of 1902, chapter 446, Statute of 1904, chapters 313 and 399, contains the following: "Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the Board of his intention not to be bound thereby."

On March 23 the Board received, by registered mail, the following: —

LYNN, MASS., March 21, 1905.

The State Board of Arbitration and Conciliation.

GENTLEMEN: — You are hereby notified, under Revised Laws, chapter 106, section 3, and amendments thereto, that it is the intention of Retail Clerks International Protective Association, Local No. 131, not to be bound by the decision of the State Board of Arbitration and Conciliation, dated March 17, 1905, in the matter of the weekly half-holiday, at the expiration of sixty days from the receipt of this notice by you.

Respectfully,

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION,
LOCAL No. 131,

By HENRY R. JACOBS, *President*.

The case was never brought again to the Board nor to any tribunal. In the latter part of May it was learned that the

union card, which it is customary to exhibit in the windows of stores employing union clerks on terms satisfactory to the union, had been removed. At the present time of writing J. B. Blood Company experiences no industrial difficulty, and its employees take their mid-week half-holiday on Wednesday. In other stores the half-holiday is Thursday afternoon.

MORSE & LOGAN—LYNN.

On March 17, 25 lasters ceased work at the factory of Morse & Logan because of the firm's refusal to grant an increase in prices for hand work on nine items of lasting, a schedule of hours and a clause relating to membership in the union. Both parties were visited on the same day, and an effort made to bring them into communication. It was found that the difficulty had been rendered more acute by the fact that the firm refused to discharge two men who remained at work. The said two men, though lasters, were employed on other work than that in question, and did not consider that they had anything in common with the strikers.

Responding to invitation, the parties met on the following day at the State House in the presence of the Board, the secretary of the Lynn Shoe Manufacturers' Association appearing for Messrs. Morse & Logan, and Elmer F. Robinson for the strikers. No agreement was reached, but the parties were advised to have recourse to the arbitration of a local board. Mr. Robinson said it was impossible to consider the suggestion while the two objectionable men remained in the factory, and that there would be no return to work during the pendency of negotiations except for the

prices demanded. Further conferences were had, with the result that the matter was referred to a joint conference committee, representing the manufacturers' association and the lasters' union.

On Saturday, March 25, the Board interviewed the firm, and learned that the two men objected to had failed to report for work. With this obstacle removed, the employers were willing, as ever, to confer with the lasters' agents on the question of prices, provided it was not required of them to discharge three new men hired in since the difficulty. This was made known to the workmen, and negotiations were resumed forthwith. On the following Monday a conference of agents was had in the forenoon, which resulted in a settlement and all hands returning to work in the afternoon. The agreement entered into provided for peaceful adjustments for a year at least; the other terms of the agreement were not made known.

GLOBE MANUFACTURING COMPANY—WORCESTER.

On March 18, 35 men, engaged in the manufacture of combs at Worcester, were discharged for lack of work, according to the employer, but in their belief because of their membership in the union. The employer explained that he was transferring his plant to a new factory, and that the departments were accordingly very much disorganized; he was hopeful to have all the machinery and the various departments co-ordinated within a few days, when he would have probably the largest factory in the country, and would need about 200 men. A committee from the union waited upon him, but no adjustment was effected. Pickets were

established, and there was some rough play in the neighborhood of the factory that led to arrests. In a few days the proprietor, Mr. Wolfson, began to hire new hands.

The Board communicated with the employer, but could find in his answers nothing to warrant a hope of conciliation. Through the efforts of the Board the strikers succeeded in obtaining an interview with Mr. Wolfson, the proprietor, though no agreement was reached. Subsequently the union urged the Board to go to Worcester and complete the work it had begun so well; but the Board was engaged in composing a difficulty in Gloucester, and could only offer its advice at this juncture, which was as follows: that the agent of the work people in question go with two citizens of Worcester to interview the proprietor on the subject of a settlement, and Mr. Wolfson was so informed. At the time appointed the union's representative and two work people did call, but no settlement was reached.

On the 13th of April, when the strike was about three weeks old, the Board had separate interviews with the parties, and found nothing to object to except their mutual distrust. No basis of a settlement was discovered. On the 14th the following letter was sent to the parties:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, April 14, 1905.

MR. SAMUEL WOLFSON, *Proprietor, Globe Manufacturing Company, and Past or Present Employees, represented by* BERNARD WEENON, *Worcester, Mass.*

GENTLEMEN:—The Board, having been credibly informed of a controversy between you, and acting under chapter 106 of the Revised Laws, has communicated with you and endeavored by mediation to obtain an amicable settlement. In view of assurances received from the parties, the employer is hereby advised and requested to receive such of said employees as may apply within the next two weeks, and restore them to their former places as

increasing business may permit, until all for whom places can be provided have been received. The employees — such of them as desire re-employment in the comb factory of said employer — are advised to apply for work in small groups from day to day, until all that can be accommodated are reinstated.

The Board recommends that no one shall be required to sacrifice his membership in the union, or be punished or in any way discriminated against because of participation in the existing controversy.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

On receipt of the Board's letter a committee waited on Mr. Wolfson, and he agreed to take them into their old positions inside of two weeks. He kept his promise, and the difficulty disappeared from notice.

**NEW YORK, NEW HAVEN & HARTFORD
RAILROAD — BOSTON.**

The consolidation of railroads, which has attracted attention of late years, has not been perfected in all its details, and systems of transportation in a dozen or more divisions have exhibited diversity of wages offensive to workmen performing similar jobs and receiving wages from the same pay car on the same pay day. The desire for equalization prompted the engineers to move in the matter some ten years ago. They were met with references from one official to another, and their spokesmen resigned, were transferred or discharged for annoyance. The confusion was not all upon the side of the railroad, but was paralleled by the lack of comity between the engineers and the firemen. The firemen were young, and were regarded as understudies to the engineers. They had their own organization and their own

insurance, which was relatively cheap, because their death rate was small. In the engineers' organization the death rate was much larger, and the expense of maintaining their insurance company greater.

When a fireman was promoted to the post of engineer, he remained in the firemen's organization, partly through motives of economy and partly for the increased importance which he would have in the councils of firemen, corresponding to the lack of prestige that a recent fireman would have among engineers of long standing. So many engineers remained in organic union with the firemen and not with their fellow engineers, that at one of the national conventions it was enacted that the engineers' committee might confer with the firemen's committee if composed of firemen, but not if it contained engineers. The firemen were regarded as impetuous, and the engineers as conservative.

Motions to strike, from time to time, arose among the younger men, which called for all the diplomacy and firmness of the older to prevent. The two organizations had a joint committee, which was not always able to compose internal differences. The New York, New Haven & Hartford Railroad did not concern itself with the internal affairs of its employees, but was in the habit of receiving appeals in cases of discipline by any agent of the company, when brought to the attention of a higher officer through an adjustment committee in any branch of the service.

In June, 1904, the firemen's general adjustment committee conferred with the general manager, and complained that the engineers' adjustment committee neglected the appeals of engineers who were members of the firemen's union and of such engineers as were not affiliated with either organiza-

tion, and for that reason requested that the firemen's adjustment committee might be given the right to represent the claims of such engineers as retained their membership with the firemen, citing as a precedent the granting of such privilege by a former president in 1903, and which had been in practice for eighteen months. These claims having been denied by the general manager, an appeal was brought to the first vice-president on the 28th of June, 1904. The engineers' adjustment committee assured him that it had conducted, as it would continue to conduct, the cases of all engineers, irrespective of union affiliations, if the cases were proper. The first vice-president ascertained that all such cases had been so taken up, the former president attesting that the case in March, 1903, was exceptional for valid reasons, and that he had not agreed to receive appeals of engineers through firemen's committees. For this reason the first vice-president confirmed the judgment of the general manager. The president was then appealed to, and the previous decisions were sustained. The grand master of the Brotherhood of Locomotive Firemen sought and obtained a conference with the president, but the president found that he could not grant the demand without violating the railroad's agreement with its engineers. The engineers in their turn could not suggest an amendment whereby the president might assent to the firemen's demands.

At the request of the firemen's committee further conferences were had with the first vice-president, and he pointed out that it was a controversy between two labor organizations, to which the company was not a party, however much it might be affected. An arbitration board, formed in the usual way, was suggested as a means of com-

posing the difficulty. The engineers' committee accepted the suggestion and the firemen's committee rejected it. The firemen then appealed to the board of directors of the railroad, and this body sustained the action of the president and his subordinate officers.

In a published statement the railroad pointed out that, under Article 1 of its agreement with the engineers, any engineer who preferred to do so might personally appear before the officers of the company, and bring with him any other engineer employed by the company, regardless of affiliations, as his advocate.

The difficulty presented many delicate phases and affected employees of other States, and was regarded by the Board with close attention. Representative workmen were interviewed whenever a strike seemed imminent, but the Board would not intervene while negotiations were in progress. The president of the company acted as mediator. The firemen proposed a special board of arbitration. The engineers rejected the proposition, for the reason that they were denied representation. On March 21 the general manager of the railroad formally announced that a conference between the committees of the two labor organizations resulted in a settlement satisfactory to both the engineers and firemen. The matter agreed to was substantially that previously indicated by the president of the road, namely, Article 1 of the agreement with its engineers. The conferring committees suggested some changes in the article, which were agreeable both to the engineers and to the railroad company. The company's assent to this change in its agreement with the engineers was given upon the following conditions, which were accepted by both parties : —

1. That, for the sake of clearness, the phrase of Article 1, at present reading "on boards of investigation," be changed to read "before boards of investigation," and that "the company" be inserted after the words "disinterested engineer." With these changes Article 1 will read:—

All engineers will be given a fair chance to defend themselves against charges in holding investigations. Superintendents and master mechanics will be careful to get all the information possible, and hold investigations as soon as practicable. Engineers who are suspended and afterward found innocent at the time of the original investigation shall receive pay for the time lost. All engineers suspended will be notified of the cause and length of suspension in writing.

All engineers interested will be allowed to choose one or two disinterested engineers in the employ of the company to accompany and speak for them before boards of investigation, if they so desire, when an appeal is made after the first investigation.

It is further agreed that in event engineers selected as per Article 1 fail to adjust grievance, the matter can then be taken up and disposed of in accordance with the practice now in vogue on system, the case to be disposed of under the supervision of the engineers selected.

Investigations.

2. That Article 1 of the company's agreement with its firemen shall be changed to correspond with the amendments proposed to Article 1 of the company's agreement with its engineers.

3. (a) It is agreed, both by the engineers' general committee of adjustment and by the firemen's joint protection board that, inasmuch as it has been previously ruled by the company that firemen or the firemen's committee cannot be permitted to handle cases of engineers, it must be agreed that engineers cannot handle cases of firemen.

(b) This means that the regular engineers' general committee of adjustment cannot handle cases of firemen, and also means that the firemen's committee must consist entirely of firemen in the employ of this company; and should any fireman serving on the firemen's committee be promoted to the position of engineer, he shall retire from the firemen's committee at the expiration of his term as a committeeman.

(c) Should any engineer serving on the engineers' committee have to go back to the position of fireman for any cause whatever, he shall retire from the engineers' committee at the expiration of his term as a committeeman.

4. In the case of an engineer temporarily going back to duty as a fireman, while he is serving as a fireman, his case will have to be taken up and handled in accordance with Article 1 of the firemen's schedule, as amended.

5. The paragraph that has been added on to Article 1 in the schedule with engineers and in the schedule with firemen, whoever desires to appear before the officials must have the opportunity to elect whether he shall appear, if an engineer, through the regular engineers' committee, or with one or two engineers of his own selection; and he must adhere to the same method until his appeal has been finally decided upon. He cannot elect to be accompanied by one or two engineers before one official, and later appear before the same or another official with the committee, or *vice versa*. The same method to apply to firemen desiring to appear before the officials.

This ends a controversy which has extended over a very long period, and which has led to more or less feeling between the engineers and firemen employed by this company, and consequently to more or less bad service, from which the company and the public has suffered severely; and it is the hope of the management that, now that this question has been settled to the satisfaction of all, the men will make a determined effort to improve the service and to carry out their existing agreements with the company, and also the company's rules, in the same good faith that the company is carrying out its obligations to them.

C. H. BELLEDEU — BOSTON.

Having been credibly informed of controversy between C. H. Belledeu, carpenter builder of Boston, and employees, the Board mediated between them on March 27. As stated by the employer, the union had expressed its repugnance to a workman, and obliged him to leave, and finally "placed

the shop on the unfair list," without conference or notice and in violation of agreements, whereupon an "open shop" was declared. Mr. Belledeu received 300 applications for employment, was running full-handed without any friction, and did not need the assistance of the union. The workmen's agent stated that it was a question of low wages. There being no controversy of the kind contemplated by the law, nothing further was done in the matter by the Board. In this case the employer had more union workmen than he knew of. The carpenters of that organization resolved to wait for an opportune time to renew their demand for higher wages. The moment came when the demand was made and conceded. The boycott was thereupon lifted.

N. T. STEVENS & SONS COMPANY—NORTH ANDOVER.

Dissatisfaction with work and wages was the occasion of the strike of 90 weavers of the N. T. Stevens & Sons Company of North Andover, on March 28, 1905. A demand concerning several items of labor had been made. The employer agreed to increase the price on certain styles, but declined to accede to other demands. On the following day the Board communicated with the employer, and learned that the hostile feeling, if any, was so very slight as to make it doubtful whether the difficulty was really a strike, or something else. The Board advised such proceeding as would keep the parties in a friendly attitude, and a conference was had therewith, which resulted in a settlement by which the increase in wages requested and the changing conditions were made satisfactory to all concerned.

CHESLEY & RUGG—HAVERHILL.

Early in April notice of a controversy in the cutting department of the Chesley & Rugg factory at Haverhill was received, and the parties were communicated with from time to time, with a view to preventing measures that might lead to open hostilities, and advice was given by letter and in personal interviews. On September 13 a joint application for the Board's services as arbitrator was filed, and a hearing was promptly given. Experts, nominated by the parties, were appointed to assist the Board, and began their investigation under the Board's direction on the 3d of October.

On October 23, on the eve of a decision, all the cutters—40 in number—quit work. This, under the law, put an end to arbitration proceedings. On the following day the cutters returned under a private agreement, which rendered further action by the Board unnecessary.

JOHN CARNEY—WALTHAM.

The following decision was rendered on April 7:—

In the matter of the joint application to the State Board of Conciliation and Arbitration of a controversy existing between John Carney and employees of said John Carney at Waltham.

The Board, having considered said application and having heard the said John Carney and his employees by their duly appointed representatives, decides that, by the terms of the agreement entered into between the said John Carney (as the J. Carney Coal Company) and his employees, it is provided that teamsters employed by John Carney shall be paid the rate of wages provided in said agreement namely, \$11.50 per week, while employed by said John Carney, during the continuance of said

agreement. The agreement has not expired. The reduction of the wages of teamsters in the employ of said John Carney from \$11.50 to \$9 per week would be a violation of said agreement.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**MERRIMACK MANUFACTURING COMPANY—
LOWELL.**

The Board, having learned the attitude of the Merrimack Manufacturing Company towards former employees who were still "on strike" in the print room, reported early in April to a representative of the textile printers that the force of employees in the print room, which had been reorganized since the strike of two years ago, was satisfactory to the management, and so long as workmen were required, the men at present in their employ would be given the preference. If former employees saw fit to apply, they would be hired if needed, for there was no disposition to punish any one; but the management would be unwilling to introduce into their present corps of workers any element which might cause dissension. The former employees expressed their satisfaction, and made no request for further negotiations.

CUSHMAN & HEBERT—LYNN.

On the 25th of April 40 lasters left the Cushman & Herbert shoe factory in Lynn and remained on strike for two days, for the purpose of enforcing a demand for an increase in wages. Representatives of both sides had met in conference and failed to adjust the difficulty, though certain manufacturers claimed that it might have been settled if the strike

had not occurred during the negotiations. Both parties remained aloof. The Board interposed, and learned that the employer in question had delegated his authority to settle to the Lynn Shoe Manufacturers' Association. The employees' agent said that if that was the case he had heard nothing of it for the last two days, but would confer on mutual ground in the presence of the Board, at any time the Board might arrange a meeting. The Board advised both parties, and that day they met and came to an agreement, which has given satisfaction ever since. On March 28 all hands returned to work.

T. D. BARRY & CO.—BROCKTON.

On April 28 a joint application from T. D. Barry & Co. and the lasters employed in their No. 2 factory at Brockton was filed. There were indications at the time that the parties were not so much at variance as resorting to arbitration would seem to imply. On May 19 a request to stay proceedings was received from both parties. Negotiations had begun. On June 27, as the result of inquiries, it was learned that the parties had been in agreement for some time, and the application was placed on file.

**BRISTOL MANUFACTURING COMPANY—
NEW BEDFORD.**

On April 29 about 400 weavers, 130 of whom belonged to the weavers' union, left their work in the mill of the Bristol Manufacturing Company at New Bedford and went on strike against existing conditions. The Board learned

that the management had replaced its bobbins with others of twice the size, thereby reducing the bobbin work one-half, and attempted to follow this change by substituting six-loom work for five, reducing the rate of wages. The employees objected to changes which were believed to be a cut-down, but the employer replied that the earnings would not be diminished. On May 5 the following call was issued for a regular meeting to discuss the difficulty:—

Weavers' Protective Association.

FELLOW MEMBERS:—The regular general meeting will take place on Tuesday evening, May 9, at headquarters, 112 William Street, when the following matters will be brought before you for consideration: report of the executive board; report of organizers; report of finances; report of C. L. union delegates; and a report on the situation at the Bristol mill.

The reports from the several mills are not conducive to the welfare of the weavers of our city, and no wonder the weavers are restless. Pay has been cut down to a very low level, and extra machines must be operated to secure enough for a bare living. The same quality of cloth is required, and the system of fining has not abated one jot. The weavers are getting discouraged, and are seeking every avenue of escape from the conditions forced upon them by the manufacturers of New Bedford. Many are booked for England, others for Canada, and, lastly, we find that several skilled weavers have started for the southern States, and many more are to follow. If New Bedford is to retain her skilled help, better wages and better conditions for the weavers must be forthcoming.

A large attendance is requested, as several executive committeemen are to be elected.

Yours in behalf of the executive board,

MATTHEW HART.

The parties were determined not to yield, and a protracted struggle ensued. The employer induced several families to go to New Bedford, who, on learning the

situation, refused to enter the mill. The weavers who quit work had no difficulty in finding employment in other mills. In the last week of July it was evident that both parties were tired of the struggle. At this time it appeared to the union that, since no effort to cut down wages had been made, it would be useless to prolong the strike. On July 25 the difficulty was reported at an end. A few of the original strikers returned to work, and a large number of weavers from the outlying districts sought and obtained the remaining places.

RESTAURANT WAITERS—LYNN.

The Hotel and Restaurant Employees' Alliance, Local No. 329, of Lynn, adopted a scale of hours and wages on April 6, 1905, and had subsequently requested that it be adopted by their employers, to take effect from May 1, at noon, and remain in force for one year. Whenever it was possible to obtain persons in good standing in said union, no others were to be employed; and the employers would be required to display the label conspicuously, while it remained the property of the union and subject to its demands. The demand was made on April 26, and the proprietors of 13 restaurants promptly acceded. Seventy hours thereafter constituted a week in these establishments, instead of 72, with an increase of \$2 a week for waitresses. The union cards were promptly removed from restaurants where no settlement had been made. In one of these the union employees were summarily discharged. This was the occasion of the strike of 150 waiters of both sexes, who quit work on May 1, with a view to forestalling a lockout.

Conferences were had from time to time, without effect. Some restaurant keepers went out of business or changed

their calling. The difficulty that ensued bore heavily upon other employees in the city, hundreds of operatives in the Lynn shoe factories being thereby deprived of their lunch at noon, and there was a general readjustment of patronage. At the end of the week there was only one restaurant in which the difficulty attracted any notice. One of the management, associated with Mrs. Adele Wyman, notified the Board of the difficulty. The Board communicated with both parties. The proprietor thought that the demands of the union were excessive, and would absorb all the profits. She would confer with her employees at any time and place that the Board would appoint, but she would not be influenced by those who had signed the scale of wages, inasmuch as her business was totally different. The employees being willing also to confer with the employer, the conference was had in the afternoon of May 10. The parties interested stated their attitude to the Board, and discussed with one another the question how best to settle their differences. At the end of four hours, an amicable agreement was reached, the principal demand, an increase of \$2 a week, being granted. Other changes in conditions, affecting cooks and table girls, were also brought about. It was stipulated that none should be punished for having participated in the movement. The waiters conceded that the employer might keep open on Labor Day, if she were willing to grant double pay for that day; but the employer waived the right, saying that the business had not thus far afforded the means of paying double wages.

All points of the controversy having been settled, the conference adjourned without naming a day, and on the following morning Mrs. Wyman's employees returned to work. There was no further difficulty in that quarter.

**PAGE & CURTIN, WILLIAM GIBSON, W. S.
RICHARDS—MEDFORD.**

On May 1 the following articles of a proposed agreement were submitted to the master plumbers of Medford, with a request that they should take effect on June 1, 1905, and remain in force one year:—

Article 1.—Eight hours shall constitute a day's work, commencing at 8 A.M. and ending at 5 P.M. with 1 hour for dinner.

Article 2.—The minimum wage shall be \$3 per day.

Article 3.—No journeyman shall be at shop or job before 15 minutes of starting time.

Article 4.—Journeymen working outside of 1 mile from shop shall receive car fare daily, or board and traveling expenses.

Article 5.—Journeymen shall not handle material not furnished by their employer.

Article 6.—Journeymen shall not be allowed to work by the hour; work for less than $\frac{1}{2}$ day shall not be accepted.

Article 7.—All over-time shall be paid as time and a half, except Saturday night, Sunday and all holidays which will be double time.

Article 8.—None but journeymen plumbers shall be allowed to use plumbers' tools.

Article 9.—No members can use boss as a helper, but may work on job where boss does journeymen's work and works according to journeymen's rules.

Article 10.—Where a journeyman has an opportunity to do work on his own time, he shall turn said work over to his employers; this rule will be strictly enforced.

The demand not being granted, 20 journeymen, members of Local Union No. 286 of the United Association of Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada, threw up their jobs and began a struggle to compel the acceptance of the wage rate. All the employers in the vicinity had signed

or accepted the proposed agreement save three, — Page & Curtin, William Gibson and W. S. Richards.

On June 2 the Board interposed, with a view of bringing the parties together in conference. The journeymen expressed their willingness to meet the employers in the presence of the Board and debate the terms of settlement, and, moreover, said that they did not insist upon their signing the list, provided they agreed to the propositions in the presence of the Board. Two of the employers refused to meet the men, while a third gave oral consent to the men's demands.

The following letter was thereupon sent: —

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, June 8, 1905.

Messrs. PAGE & CURTIN and W. S. RICHARDS, *Master Plumbers*, and LAWRENCE FITZPATRICK and CHARLES BLACK, *representing Employees*.

GENTLEMEN: — The Board will be in session to-morrow afternoon, June 9, at 2.30 o'clock, for the purpose of ascertaining what, if anything, can be done to bring about a friendly settlement of the controversy in the plumbing industry at Medford. Acting of its own motion and without solicitation from either side, the Board invites you to appear at that time at Room 128 of the State House, and confer in the presence of the Board on the question of a settlement.

Yours respectfully,
BERNARD F. SUPPLE, *Secretary*.

At the appointed time a committee of journeymen appeared, but no attention was paid to the invitation by the master plumbers. The small employers, who had entered into agreement with their workmen, were doing such work as was to be done. The employers in question, accustomed to carrying out large contracts, were doing no plumbing, but felt confident that they had not lost their accustomed

work, but that it would wait for them until the journeymen desisted from their demands.

On Monday morning, July 3, W. S. Richards agreed to the new scale of conditions, and the men returned to work; while Messrs. Page & Curtin, the only firm remaining in disagreement with the journeymen, refused to treat with their former workmen's agents. Nothing further was heard of the difficulty.

HEBREW BAKERS—BOSTON, CAMBRIDGE, CHELSEA.

On May 1 an agreement for a ten-hour day and a union wage scale had been concluded between the members of Hebrew Bakers' Union No. 45 and the Hebrew master bakers of Boston and Cambridge. On Friday, July 12, while the union was in meeting, information was brought that several of the employers had violated the agreement, and forced their men to work 11, 12 and in some instances 13 hours a day. A motion to strike was adopted forthwith, and at 9 o'clock the night force quit work in every Hebrew bakery, leaving the dough as it was, mixed for the next day's baking. On the next day, July 15, the strike was in full operation. There was no question of wages, the majority receiving from \$15 to \$18 a week, as the result of a previous demand. The employers suffered the loss of material, and bread was eliminated from the diet of the Hebrew families.

On the 15th one of the employers agreed to the union's demands, and 9 men returned to work. Six co-operative bakeries had been started by the union. The difficulty dragged along to September, when the journeymen's

struggle of 9 weeks was abandoned. On the 6th of the month 130 men returned to work under the terms of the agreement of May 1, which called for 10 hours.

GARDEN CITY SHOE COMPANY—BEVERLY.

On May 3 the employees in the cutting department of the factory of the Garden City Shoe Company at Beverly submitted to the employer a new scale of wages, calculated to increase the earnings about $\frac{1}{2}$ cent a pair, and their agent was negotiating the adoption of the scale for about two weeks, without success. On or about May 18, the 14 cutters involved went out on strike. In a few days 35 stitchers quit work, in sympathy with the cutters. The Board communicated with the agent of the employees, and learned that other attempts to negotiate a settlement were about to be made; but the parties drifted farther apart, and in a fortnight the factory was compelled to cease operations, 100 people in all being out of work.

On June 9 the agent of the cutters' union at Lynn and the employer were invited to a conference; but on the day set the employer replied that he would not confer with a view to receiving the strikers into their old places, since he had resolved to maintain an "open shop." The Board went to Beverly and Lynn and was in constant communication with both parties, but found no change in the situation to warrant any hope of a settlement. The work people were always willing to submit the matter to arbitration, and the employer was resolved to have an open shop.

Pickets were established by the strikers, and it was alleged

that intimidation of new hands was resorted to; whereupon the employer prayed for an injunction. The parties were heard at the equity session, first division of the Supreme Court, held at Boston on October 1; whereupon the court suggested that counsel might agree on some matters in the bill of complaint, and the hearing was continued to the following day. The controversy having become the subject of a suit in equity, the Board's jurisdiction came to an end. Nothing further was heard of the difficulty.

COAL DRIVERS—NATICK.

The Board went to Natick on May 3 and brought about a conference between the coal dealers and their team drivers, with a view to settling a controversy that threatened to result in a strike. The workmen demanded a 9-hour work day. After 30 days' notice to the general officers of the union and 2 weeks' notice to the employers, no collective answer had been received. The employers now contended that there was not enough trade in Natick for all concerned. Their teaming to some of the outlying districts consumed at least 5 hours, and their horses needed at least an hour's rest at midday; to divide the day into smaller portions than 5 hours, and to undertake to deliver some of their orders in shorter time, would be injurious to the horses. The number of employees involved was 24, and they were represented at the conference by the secretary-treasurer of Local No. 326 of the Teamsters' Protective Union. No agreement was reached, but the employers promised a collective reply to the demand; and both parties promised to communicate with the Board in case of any change of attitude, and before

proceeding to hostilities. The employers thereupon framed a reply, reciting the facts of the case, and stating why they could not "decrease the hours of labor or increase the wage by additional over-time."

On May 10, 25 members of the teamsters' union went out on strike to enforce the above demand. They proposed to feed the horses, but not to drive them. Some few deliveries were made by general teamsters, but this soon ceased. On the 11th a conference between one of the employers and Frank P. Fall, organizer for the teamsters' union, was held at the State House in the presence of the Board. The whole difficulty was discussed, but no settlement reached, and the conference adjourned to Natick on the following day. As the Board was about to go to Natick, on the 12th, it learned that in the mean time a settlement had been reached between said employer and his drivers. On the 15th a conference of parties was held in the presence of the Board, at Natick, which resulted in the men's returning to work without delay. A few days afterward the following letter was sent:—

. STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, May 20, 1906.

MESSRS. J. W. DOON & SON, ROBINSON & JONES, WARREN A. BIRD, O. WOODS & Co., UNION LUMBER COMPANY, and FRANK P. FALL, *International Brotherhood of Teamsters, Local Union No. 326, Natick, Mass.*

GENTLEMEN:—On May 15 an agreement was entered into between coal, grain and lumber dealers and employees, represented by the Team Drivers' Union. The articles of the agreement, which is "to continue indefinitely, without alterations, until a new agreement be entered into," are as follows:—

1. That 9 hours shall constitute a day's work in all cases.
2. That all over-time shall be paid for at the rate of 25 cents per hour.
3. That all one-horse drivers shall receive from \$10.50 to \$12 per week.
4. All two-horse drivers shall receive from \$12 to \$14 per week.

5. All three and four horse drivers shall receive from \$13 to \$16 per week.

This agreement to take effect May 1, 1905.

The foregoing articles were agreed to in the presence of the Board by all the parties herein addressed.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

No further difficulty was experienced in that quarter.

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on May 5 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. & V. O. Kimball, shoe manufacturers, and employees of said W. & V. O. Kimball in the cutting department of their factory at Haverhill.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, having received and considered reports of experts nominated by the parties and heard the parties by their duly appointed representatives, sees no reason to change the prices established in the factory of the employers and paid by them at the time of filing the application. The Board therefore awards that the prices paid at the time of filing said application be paid by W. & V. O. Kimball to the employees in the cutting department for work as performed in their factory at Haverhill.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decisions were rendered on May 5 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, shoe manufacturer, and employees of said Lewis A. Crossett, Incorporated, in the heel-slugging department of Factory No. 1 at Abington.

The Board, having considered said application and having made an investigation of the character of the work and the conditions

under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by Lewis A. Crossett, Incorporated, to the employees in said department for work as there performed :—

Heel-slugging, per dozen pairs, \$0 04

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, shoe manufacturer, and employees of said Lewis A. Crossett, Incorporated, in the sole-laying department of Factory No. 1 at Abington.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by Lewis A. Crossett, Incorporated, to the employees in said department for work as there performed :—

Sole-laying, per dozen pairs, \$0 04½

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, shoe manufacturer, and employees of said Lewis A. Crossett, Incorporated, in making department of Factory No. 1 at Abington.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by Lewis A. Crossett, Incorporated, to the employees in said department for work as there performed :—

Nailing heel-seats, per dozen pairs, \$0 01½

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CLARK & COLE COMPANY—MIDDLEBOROUGH.

Early in May the Board learned of a restlessness in the factory of Clark & Cole Company, box manufacturer of Middleborough. It was an uneasiness that might result in a strike, for the trade agreement providing peaceful ways of settling controversies had expired. On May 5 a conference was arranged by the Board between Messrs. Cole and Guntner, representing the parties respectively, and on the following day they met at the factory. No agreement was reached, but no difficulty resulted. The matter disappeared from notice for more than three months, when the following agreement was entered into : —

AGREEMENT.

Entered into this August 15, 1905, between the undersigned box manufacturers, Clark & Cole Company of Middleborough, Mass., parties of the first part, and the undersigned representatives of the Amalgamated Woodworkers' International Union, Local Union No. 248 of Middleborough, Mass., parties of the second part.

Article I.— The party of the first part agrees to hire none but members of the Amalgamated Woodworkers' International Union who are in good standing and who carry a book issued by the above branch of said union, or workmen who shall make application for membership in said union, or signify their intention to do so on or before the end of the second week of their employment.

Article II.— It is agreed that the minimum wages for fitters shall be \$12 per week, except in case of apprentices, who shall be paid at the rate of \$9 for the first four weeks, \$10.50 for the second four weeks and \$12 per week thereafter; no more than two apprentices shall be allowed at the same time.

Article III.— It is agreed that the minimum wages for double cut-off shall be \$10.50 per week.

Article IV.— It is agreed that the minimum wages for matching and helpers on the first floor shall be \$9 per week. Other machine operators shall receive the same wages as at present.

Article V. — It agreed that all machine operators and hand-nailers on the second floor earning at present less than \$12 per week shall be as at present.

Article VI. — It is agreed that any workman now receiving more than the above wages shall not be subjected to a reduction by the adoption of this scale.

Article VII. — Over-time shall be paid for at the rate of time and a quarter; this includes Sundays and the recognized holidays, Patriots' Day, Memorial Day, July 4th, Thanksgiving and Christmas.

Article VIII. — Under no circumstances shall work be performed on Labor Day or after 10 P.M., except in case of repairs.

Article IX. — It is agreed that 9 hours shall constitute a day's work, making 54 hours a week's work.

Article X. — The whistle shall blow at 5 minutes before 7 o'clock and 5 minutes before 1 o'clock; also again at 7 and 1 o'clock.

Article XI. — That, if an employee is late, the time he loses only shall be deducted.

Article XII. — It is agreed that no one under the age of fifteen years shall be employed in this factory during any school term.

Article XIII. — It is agreed that only one man shall have the power of hiring and discharging, — that is, the superintendent or the manager; except in the absence of the superintendent or the manager for the week or more, then the foreman of the first floor and the foreman of the second floor shall have power to hire.

Article XIV. — It is agreed that no employee shall be discharged for being absent on account of sickness, when proper notice has been given.

Article XV. — It is agreed that, in case of a dispute arising, a representative from the employer and one from the employees shall endeavor to make a satisfactory settlement. In case no satisfactory settlement can be made by this method, then it is agreed to refer it to the State Board of Conciliation and Arbitration within a reasonable time, its decision to be final. During the time no strike or lockout shall be declared.

Article XVI. — The party of the second part hereby grants to the party of the first part the use of the Amalgamated Woodworkers' International Union label as long as this agreement is in force.

Article XVII. — Should either party to the agreement desire

any change at the expiration of said period, thirty days' notice shall be given prior to May 1. If no notice is given, then this agreement and scale of wages shall continue from year to year after May 1.

CLARK & COLE COMPANY,
By E. B. COLE.

COMMITTEE FROM THE EMPLOYEES FOR LOCAL
UNION NO. 248 OF THE AMALGAMATED
WOODWORKERS' INTERNATIONAL UNION
OF AMERICA,
By CHARLES L. STARKEY.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on May 5 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company and employees of said W. L. Douglas Shoe Company in the heel-breasting department of Factory No. 1 at Brockton.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties and having heard the parties by their duly appointed representatives, awards that the following price be paid by W. L. Douglas Shoe Company to the employees in said department for work as there performed : —

Breasting heels on power-breasting machine, Per 24 Pairs. \$0 06

By the Board,
BERNARD F. SUPPLE, *Secretary.*

TEAM DRIVERS—BOSTON.

On the approach of the time for renewal of agreements between market and commission-house team drivers and their employers, some eighteen employers signed, or gave

satisfactory assurances that they would abide by, the following agreement:—

Article I.—Section 1. It is agreed, in hiring men in future, members of the International Brotherhood of Teamsters shall be given the preference.

Article II.—Section 1. That $11\frac{1}{2}$ hours within 13 shall constitute a working day, said time to commence at 4.45 A.M. and expire at 5.45 P.M. from May 1, 1905, to October 1, 1905.

Section 2. That 30 minutes shall be allowed for breakfast, as near 7 A.M. as possible; and 1 hour be allowed for dinner, as near 12 M. as possible.

Section 3. That $10\frac{1}{2}$ hours within $11\frac{1}{2}$ shall constitute a working day, from October 1, 1905, till April 2, 1906, said time to commence at 6 A.M. and expire at 5.30 P.M.; 1 hour be allowed for dinner, as near 12 M. as possible.

Section 4. From April 2, 1906, to May 1, 1906, same time as provided in section 1.

Article III.—Section 1. All time over and above the aforementioned time shall be paid for at the rate of 25 cents per hour or fractional part thereof, except Sundays, which shall be paid for at the rate of double time.

Section 2. It is understood that men shall care for the horse or horses they drive on the mornings of Sundays or holidays, and pile sleds on one holiday without extra pay, and that in no case shall the payment for a holiday be deducted. If a man shall be called to work on a holiday, he shall be paid 25 cents per hour additional after 10 A.M.

Article IV.—Section 1. The holidays recognized in this agreement are as follows: Washington's Birthday, Patriots' Day, Memorial Day, June 17, July 4, Labor Day, Thanksgiving Day and Christmas Day. Under no circumstances shall a member of the organization be required to work on Labor Day.

Article V.—Section 1. The weekly rate of wages recognized by this agreement are as follows: one-horse light wagon, \$12; one-horse heavy wagon, from May 1, 1905, to October 1, 1905, \$14; one-horse heavy wagon, from October 1, 1905, to April 2, 1906, \$13; one-horse heavy wagon, from April 2, 1906, to May 1, 1906, \$14; two-horse teams, light, \$14; two-horse teams, heavy, \$15; three-horse teams, \$16; four-horse teams, \$17.

Article VI. — Section 1. It is agreed that no regular driver shall drive an extra team, but in absence of a regular driver to meals, men will help if necessary.

Article VII. — Section 1. Should a strike be ordered by the International Brotherhood of Teamsters as above, and a settlement and termination not be agreed to by both parties, it shall be submitted to the Joint Council of Teamsters of Boston, with both committees, for conciliation.

Article VIII. — Section 1. This agreement is to continue in force until May 1, 1906.

The majority of the teamsters of Local No. 631 were thus assured of satisfactory wages, hours and conditions for the twelve months next ensuing. Some five employers, however, did not think that the interests of the business required their open participation in such an agreement, some of them saying that they had already treated their team drivers well, and that that ought to be a sufficient guarantee of good treatment in the future. Their business was such as could not be regulated by a committee; perishable merchandise arrives at the terminus without regard to union regulations, and must sometimes be handled after hours. The employers had always taken a lively interest in the welfare of their employees, and, when property is in danger, they did not consider it unreasonable to expect of their employees a certain solicitude for the employers' welfare. The number of men employed by these was about 100, and there was no complaint of hardship. The union scale was presented because it had been signed by others under the impression that it would be required of all.

As the result of the Board's mediation, 4 of the 5 firms, employing 89 drivers, conferred with the workmen's agent on May 12, with a view to an understanding, if possible.

No formal agreement was reached, but good feeling prevailed. Subsequently the employers made oral terms that were satisfactory in each case, and there was no strike.

TEAM DRIVERS—MALDEN AND MELROSE.

On May 15, 23 teamsters employed by the Malden Coal Company ceased work, to enforce a demand that the company should employ none but union men or applicants for admission to the team drivers' union within thirty days. Many of the men obtained temporary employment elsewhere. On the following day 23 men took their places.

On the 17th, the Board, in response to a notice of difficulty, communicated with the employer and brought about a conference in the presence of the Board between the manager, C. Morris Tredick, and Mr. McNealy, president of the Boston teamsters. Mr. Tredick said he would join in an agreement similar to that of last year, but would not sign the present demand. Under the agreement of 1904 he was obliged not to discriminate against anybody because of his membership in the union, and by the same terms he was free not to discriminate against a non-union man; but in 1905 the drivers demanded that he should engage to hire or retain none but union men or those applying for membership. There was an essential difference between the two propositions. The conference adjourned without reaching a settlement. The employees of the J. H. Robinson Coal Company of Malden went out on strike on May 24. The Locke Coal Company of Malden signed the agreement. Meanwhile, on the 22d the strike spread to Melrose, where the drivers for S. E. Benson & Co., C. B. & F. H. Goss,

S. M. Hellen and Newell & Walker quit work, to enforce the same demand, having met with similar opposition.

The Board made constant inquiries, but could learn of no change of attitude on either side to warrant a hope of speedy settlement. Moreover, the employers experienced no trouble after the lapse of a few days, having secured all the non-union drivers that they needed. At latest accounts the controversy was unsettled, but the business, having resumed its former course, has not been interrupted.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on May 18 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company and employees of said company in the leveling department of its Factory No. 2 at Brockton.

The Board, having considered said application, investigated the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, considered the reports of experts nominated by the parties and heard the parties by their duly authorized representatives, awards that the following price be paid by W. L. Douglas Shoe Company to the employees in said department of Factory No. 2 for work as there performed on shoes the retail price of which does not exceed \$2.50 per pair : —

Leveling, automatic machine, per 24 pairs, \$0 06

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WHITE-DUNHAM SHOE COMPANY — BROCKTON.

The following decision was rendered on May 18 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between White-Dunham Shoe Company of Brockton and employees of said company in the leveling department.

The Board, having considered said application, investigated the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, considered the reports of experts nominated by the parties and heard the parties by their duly authorized representatives, awards that the following price be paid by White-Dunham Shoe Company of Brockton to employees in said department for work as there performed : —

Leveling, automatic machine, per 24 pairs, \$0 08

By the Board,
BERNARD F. SUPPLE, *Secretary*.

CHARLES F. KELLEY COMPANY — CHELSEA.

Objecting to strict orders to be in the factory at the moment the whistle blows, 27 cutters, on May 26, quit the employ of the Charles F. Kelley Company, shoe manufacturer, at Chelsea. The Board interposed, with a view to ascertaining what, if anything, could be done to reconcile the parties, for if the strike should spread, it would involve more than 100 wage earners.

The wage earners pleaded that many of them lived at a distance, and the traffic over city thoroughfares did not always permit of rapid transit ; and that the punishment was out of proportion to the offence, since, for a few moments' tardiness, they should lose a half day.

One morning the cutters and other employees tested the

company's intention by all coming late, and they found the doors locked. On the 30th 20 stitchers employed in the same factory went out in sympathy. The Board put itself in communication with both parties, but it appeared that the employer had no difficulty in the factory, fresh hands having been obtained for the places of those who left.

On June 13 the employer was asked to look minutely into the affair, with a view to ascertaining whether he could not take at least some of the strikers back; and he said in reply that business was dull, but he expected it to improve, and when its volume had increased there might be an opportunity to take on other hands.

Those of the work people who had not secured employment in their places, and who were willing to comply with the company's rules, were advised to apply for work in their old positions from time to time, as the business increased. They expressed a willingness to do so, and said they would invoke the assistance of the Board if it became necessary. Nothing further was heard of the difficulty.

**CHARLES P. WHITTLE MANUFACTURING
COMPANY — BOSTON.**

The following decision was rendered on May 31 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Charles P. Whittle Manufacturing Company of Boston and employees of said Charles P. Whittle Manufacturing Company.

The controversy as stated in the application is : —

That the workmen object to a recent change in the method of payment, alleging loss of time and expense; and that Article I of the agreement of August 8, 1903, has been violated by the company in em-

plying a man who is not a member of the union, who has not applied for membership and who has not signified his intention to apply for membership.

The parties submitted the questions "whether the employer should adhere to the present method of payment," and "whether the employer can retain said employee consistently with said agreement."

The Board, having considered said application and heard the parties by their duly authorized representatives, recommends that the employer should not adhere to the present method of payment, but should pay its employees at the factory at a time as near the end of the week as may be found practicable.

Concerning the alleged violation of Article I of the said agreement, which is as follows: —

The party of the first part hereby agrees to hire none but members of the Amalgamated Woodworkers' International Union who are members in good standing, and who carry a book issued by above branch of said union, or workmen who shall make application for membership in said union or signify their intention to do so on or before the end of the first week of their employment —

it appeared that the man in question is a foreman.

The Board decides that the foreman can be retained consistently with the terms of said agreement.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

On August 26 a letter was received from the above employer, saying that the union desired changes in the agreement of June 22, 1903, and had given him thirty days' notice, to date from August 19, as per agreement. The letter besought the Board's influence, to save the employer annoyance. On August 29 the representatives of the Amalgamated Woodworkers' Union appeared, and stated their purpose to establish, if possible, a new agreement. This being told to the employer, and learning from him that he

had received no direct request for an interview, George M. Guntner was communicated with. Mr. Guntner, speaking for the general organization of wood workers, stated that he would not confer with the Charles P. Whittle Manufacturing Company until Mr. Whittle answered the letter of August 19. On September 1 the Board advised Mr. Whittle to communicate with the union. Since the matter has not been brought again to the Board's attention on either side, and no strike has occurred, it is believed that the difficulty has been amicably settled.

CHICOPEE MANUFACTURING COMPANY — CHICOPEE.

On June 1, 40 girls in the spooling department of the Chicopee Manufacturing Company went on strike, to resist a reduction of 4 per cent. in the rate of wages. The Board interposed, with an offer of mediation. The manufacturer said on June 3, that some six weeks before he had introduced a new machine into the spooling room, saying that, after a trial of it, he would reduce the rate of wages without reducing their earning capacity, for they would be enabled to do 25 per cent. more work than before. The reduction of price from 25 cents to 23 cents brought the rate to the level of that paid in other mills.

William H. Grady of Springfield was requested by the Board to interview the manufacturer in behalf of the employees, and assured that he would be kindly received. On June 6 he reported a conference with Mr. Lord of the Chicopee Manufacturing Company, saying that negotiations were still pending. This was renewed from day to day. On the 10th of June the management of the mills had a

meeting with the strikers, as the result of the joint efforts of the Board and Mr. Grady.

By this time 150 employees were affected by the strike of girls in the spooling room, but otherwise the mill was running as usual. No agreement was reached, however.

It appeared that the introduction of a Barber knot tier was the occasion of the difficulty. By this device it was predicted that the output and earnings would increase so that at the reduced rates the girls could from the first earn 15 cents a day more than before, while the employer's expenses would be lighter. It was believed that the girls would change their mind if given an opportunity for reflection, and accordingly further conferences were not urged during the next few days.

Mr. Grady, by the advice of the Board, suggested to both parties the submission of their difficulties to the arbitration of a local board, and several attempts were made to form such a tribunal. At last a committee of two young women, Miss Helen Boland and Miss Mary Kennedy, was sent from the warpers to advise the spooling room girls, who urged them to the selection of an arbitration board. On June 13 Messrs. George S. Taylor, Daniel J. Driscoll and Frank Shea were chosen, and immediately gave a hearing at the office of the company, and rendered a decision by which the girls returned to work on the following day on the terms for which they struck, with the understanding that a slight reduction might yet be made without producing any industrial difficulty. The parties in interest expressed themselves greatly pleased with the result.

REGAL SHOE COMPANY—WHITMAN.

On June 2, 14 men employed in the shipping department of the Regal Shoe Company at Whitman ceased labor, to support a contention for an increase of 25 cents a day in their wages, and for 50 per cent. increase in the rate when over-time work should be required, and the Board was informed that the difficulty might spread to other departments. The Board offered its services the following day, on learning of the difficulty. The employer said he would accept the mediation of the Board if pending negotiations would fall through. It appeared that Mr. E. J. Bliss of the Regal Shoe Company and Thomas H. Fair were in conference. It was the third of a series of conferences that had taken place during the last fortnight, and the employer had believed that all points were settled just before the strike took place.

This conference resulted in an adjustment, and the men returned to work on the following Monday, June 5. The terms of the settlement were not made known.

LEWIS A. CROSSETT, INCORPORATED—ABINGTON.

The following decision was rendered on June 5 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, shoe manufacturer, and employees in the finishing department of Factory No. 1 of said Lewis A. Crossett, Incorporated, at Abington.

Having considered said application and heard the parties by their duly authorized representatives, having made an investigation of the character of the work and of the system and conditions under which the work is performed, which is the subject-matter of the controversy, and having considered the reports of experts nominated by the parties, the Board awards that the following

prices be paid by Lewis A. Crossett, Incorporated, to the employees in said department at Abington for work as there performed:—

	Per 12 Pairs.
Scour heel-breast,	\$0 01½
Copperasing heel edge,	00½
Scour and smooth heel edge, 3 papers,	05
Gum heel edge,	00½
Black heel edge,	01
Finish heel edge after scouring, including heelkey, on Expedite machine,	05
Scour top piece, slugs not previously ground,	02½
Scour bottom and naumkeag shanks,	06½
Wet down, rub in by hand,	04
Gumming,	03
Second scouring, 22 copperas,	03
Black top piece,	00½
Black breast of heel,	00½
Black shank and top piece and breast of heel,	02½
Burnish shank and wheel,	03½
Roll top piece and clean slugs,	02
Polish foreparts,	03
Polish whole bottoms,	04
Fake shank,	02
Wheel bottom on aloft stitch, or No. 26 finish all around,	03½
Wet down natural and oak,	05
Wet down No. 22 brown finish,	03
Roll top piece, russet,	01½
Wheel bottom across shank, such as polish or natural finishes require, not aloft,	01½
Staining polish and natural bottoms, whole bottom,	05
Black whole bottom, top piece and breast, including black finish,	02½
Burnish and wheel whole bottom, black finish, burnish shank only,	03½
Polish and fake, black finish, all over,	05
Wet down whole brown bottom, finish No. 26,	04
Gum top lifts on russet shoes,	01

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHESLEY & RUGG—HAVERHILL.

The following decision was rendered on June 6:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Chesley & Rugg, shoe manufacturers, and employees of said Chesley & Rugg in their McKay and welt departments at Haverhill.

Having considered said application and heard the parties by their duly authorized representatives, having made an investigation of the character of the work and of the system and conditions under which the work is performed, which is the subject-matter of the controversy, and having considered the reports of experts nominated by the parties, the Board awards that the following prices be paid by Chesley & Rugg to the employees in said departments at Haverhill, for the work as there performed:—

WELT DEPARTMENT.

	Per Dozen.
Welting, including preparing the welts,	\$0 20
Stitching,	18

McKAY DEPARTMENT.

	Per 60 Pairs.
Leveling, including cementing channels, wetting channels and beating out,	\$0 20

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**W. E. TILLOTSON MANUFACTURING COMPANY—
PITTSFIELD.**

On June 14 a weaver in the employ of the W. E. Tillotson Manufacturing Company at Pittsfield was questioned concerning faulty work, whereupon he became abusive to the employer, and was discharged. When he went to remove his belongings, he misrepresented to his fellow-workmen the cause of his leaving, and this, added to certain minor

grievances, determined the men to go out on strike. The superintendent, however, succeeded in inducing them to listen to the truth, whereupon they returned to work, and have remained at work ever since.

The State Board communicated with the treasurer, and offered its services as mediator. The employer said that the employees had asked for some concessions and adjustments, which were being considered. The Board has not heard of any renewal of the controversy.

FITZPATRICK SHOE COMPANY—STOUGHTON.

The following decision was rendered on June 16:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Fitzpatrick Shoe Company of Stoughton and employees in its making department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Fitzpatrick Shoe Company to employees in said department at Stoughton, for work as there performed:—

	Per Dozen.
Trimming and pulling tacks after laster,	\$0 06½
Welting,	18
Pulling side tacks after welter,	02
Trimming inseams,	06
Taking out insole tacks and beating welts,	04
Filling bottoms, per day, \$2.	
Sole-laying,	04½
Nailing heelseats,	04
Rough-rounding (uniform),	09
Trimming heelseats,	01½
Rapid stitching,	18
Leveling, automatic machine,	04

	Per Dozen.
Cementing channels,	\$0 01½
Heeling (operator to pay boy),	08
Slugging,	04
Heel-shaving, McKay machine,	05
Edgetrimming in pairs as required, including knifing and jointing,	28
Edgesetting, Union and Ross machines, one setting,	18
Edgesetting, Union and Ross machines, two settings,	24
Trimming or setting single pairs, per pair, \$0.03.	
Heel-breasting,	03
Pricking stitches,	03

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result. — The above decision was rendered in the terms in which the application had been drawn; but it soon appeared that one of the items was in practice sometimes divided, and that a difference had arisen as to the values of the parts. On February 5, 1906, the dispute became the subject of correspondence and interviews. A conference of parties in the presence of the Board was had on the 13th, and resulted in a good understanding, which terminated the difficulty.

ASHWORTH CARD CLOTHING COMPANY — FALL RIVER.

On June 16 a representative of the employees of the Ashworth Card Clothing Company, Fall River, sent the following letter: —

94 ST. BOTOLPH ST., BOSTON, MASS., June 16, 1905.

MR. HARRY ASHWORTH, *Manager, Ashworth Card Clothing Company, Fall River, Mass.*

DEAR SIR: — The members of our union, including your own employees, respectfully desire to lay before you the following: —

We assume that you desire to secure a more uniform price for

card clothing, and in order to put all the shops on an equal footing it is our desire to equalize the production of the machine runners, so that all of the manufacturers may reap an equal benefit from the labor of their men.

At a recent meeting of the executive committee of our body it was decided that the conditions in your shop were such, owing to the severe strain under which the men are obliged to work, caused by the extra number of machines run and other causes, that a change was needed, and the following resolution was drawn up and endorsed by our union, and we trust it may meet with your approval.

It is the intention of our body to equalize the work in all the shops, and this resolution will be presented to all the shops running more machines per man than it calls for.

Resolution. — We, the executive committee of the Card Machine Operators' Union of America, would recommend that the union endeavor to improve the condition of the men at Fall River by requesting of the managers of the Ashworth Card Clothing Company to agree that 18 filletts or 14 sheets shall constitute a day's work without loss of pay, and that the men be allowed 5 minutes at noon and night to wash up in, without loss of time.

An early reply will be fully appreciated by
Yours very respectfully,

General Secretary.

The employees who were required to run 21 machines to a section learned on the 19th that the company refused the request, and they quit work on the 20th. They were invited to call on the manager, which they did that day, and, on refusing an opportunity to return on the manager's terms, they were discharged. There were eight in number. A young man, the 9th, regarded as a helper or learner, remained at work with Superintendent Ashworth, and 2 foremen, all practical men.

The pay that they had been receiving was 42½ cents per hour, for a 58-hour week. The actual earnings were

greater, and in some instances were as high as \$28 a week. The union, believing that four men could not do the work previously required of 9, or keep pace with other departments, voted \$12 a week strike pay during the difficulty. At the end of five weeks a citizen of Fall River, disclaiming any connection with the strikers, notified the Board of the foregoing facts, and suggested that the Board's good offices might result in harmony.

The Board went to the scene of the trouble, and mediated between the parties on October 6. The employer was willing to allow the operation of fewer than 21 machines pro rata; would not confer with the men or treat with them collectively, but would choose such as he felt inclined to re-employ out of those who might be willing to return to work. The Board renewed its efforts on the 8th, but found no change in the employer's attitude. This was communicated to the workmen on October 13, and they were well satisfied with what the Board had done, and expressed their gratitude.

The strike still exists. The employer has been unable to obtain a full complement of workers, or to retain them long in his employ. It is said that there are only 50 such workmen in the country. Up to the first of the year the union had paid in strike benefits, on account of this difficulty, \$2,800. Two of the strikers, however, are said to have returned at the beginning of the year.

T. D. BARRY & CO.—BROCKTON.

The following decision was rendered on June 16 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co. and employees in the treeing department of said T. D. Barry & Co.'s Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department of Factory No. 2, for work as there performed : —

	Per 24 Pairs.
Calf,	\$0 60
Cordovan,	60
Patent leather shoes (cleaned),	60
Satin calf,	40
Box calf,	25
Velours,	25
Kangaroo,	25
Gnu,	25
Oil calf,	25
Kangaroo kip,	25
Russia, colored (washed, cleaned and polished),	50
Russia, colored (not washed, polished only),	36
Samples and single pairs, when not done by the day, per pair \$0.03.	

TO TREERS OF AVERAGE SKILL AND CAPACITY.

Patent leather shoes (ironed), per day,	\$2 50
Vici, per day,	2 50
Machine work (Miller or Copeland), per day,	2 50
Single hour, or less than 9 hours, per hour,	28

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**DENNISON MANUFACTURING COMPANY —
FRAMINGHAM.**

Twenty-two girls, employed by the Dennison Manufacturing Company at Framingham, struck on June 21 because they were required to affix a number to the products of their machines, without additional pay for the labor. The employer learned of the strike before he knew the grievance.

The Board interposed without delay, but learned that the places of the strikers had been filled immediately, and no difficulty of any kind existed.

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decisions were rendered on June 22 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, and employees of said Lewis A. Crossett, Incorporated, in the edgetrimming department of Factory No. 1 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Incorporated, to employees in said department at Abington for work as there performed : —

	Per Dozen
Edgetrimming, regular work,	\$0 22½
Samples and single pairs, per pair, \$0.03.	
All lots less than 6 pairs,	22½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, and employees of said Lewis A. Crossett, Incorporated, in the edgessetting department of Factory No. 1 at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Incorporated, to employees in said department at Abington for work as there performed:—

	Per Dozen.
Edgessetting, regular work,	\$0 24
Samples and single pairs, per pair, \$0.03.	
Lots less than 6 pairs,	24
Black edges on russet shoes,	24
Kitting in treeing room,	10

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**D. W. FIELD COMPANY, FIELD-LUMBERT
COMPANY — BROCKTON.**

On June 24 the cutters in the shoe factory of D. W. Field Company were laid off, because the shop had no orders. The cutters' agent called on the following day for an explanation, and submitted a revised price list, which the employer would not consider. The joint counsel pronounced the laying off a lockout. The general executive board of the strike committee considered the matter and announced its findings to the joint shoe counsel, whereupon this body ordered a strike, which took place on July 6, some leaving their work early in the forenoon, and others quit at 12 o'clock. Nearly all the departments shut down in consequence.

The Board offered its services to both parties, but there was nothing to warrant the hope of accomplishing anything until after the parties had made a trial of their strength. The matter ran on for a month, when the parties, who had been negotiating, came to an agreement with the Field-Lumbert Company, successors to the D. W. Field Company. All undesirable features of the strike were considered to have been eliminated from this controversy, and the satisfactory result arrived at on August 7 was said to be due to the perfection of the workmen's organization.

GEORGE E. KEITH COMPANY, WHITMAN & KEITH COMPANY, CONDON BROTHERS & CO.—BROCKTON.

On June 27 a joint application was received from George E. Keith Company and lasters of Factory No. 2. In view of similar cases that might be considered at the same time, action was suspended until the following were received. On July 29 the lasters of women's shoes and other lasters employed in factories Nos. 1 and 3 of the George E. Keith Company and the lasters employed by Whitman & Keith Company and Condon Brothers & Co., submitted jointly with their employers five applications, alleging the same or similar grievances concerning items of work that were closely related. On August 7 action in these cases was suspended on motion of the employees in interest; on September 5 proceedings were resumed. After the hearings on September 12, changes took place in the union which were the cause of delays in filing necessary papers, and the experts desired by the parties to assist the Board were unable to begin their investigations until November 1.

These were reported on December 1, and at the first of the year conclusions were reached. On the 9th of January, 1906, the Board announced its conclusions to the experts, as it is required to do by law, whereupon the agent of the lasters demanded that no decisions be rendered. This desire of the employees was made known to the agent of the manufacturers, and on January 18 he also requested the Board to suspend consideration of the cases. The six applications were accordingly placed on file, in the hope of private settlements.

ELEVATOR BUILDERS—BOSTON.

As the time approached for renewing agreements, the workmen, members of the Elevator Constructors' Union, presented a request for an agreement governing wages, hours, holidays, etc., which was simply a request for a renewal of the agreement then existing, and stipulating that it should last until May 1, 1906. This limit they sought to establish to comply with the direction of their international executive board, which sought to establish uniformity throughout the country.

Early in July a reply was received, suggesting that the agreement should be for one year, and that holidays be either defined as legal holidays, or severally mentioned. There was also a suggestion of lower wages, which gave offence.

Report of a contemplated strike incited the Board to an inquiry on July 7. The report, however, was not well founded, as no strike occurred. Negotiations with some of the firms led to an agreement, which was substantially a renewal of the old, but was to remain in force until July 1, 1906.

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WHITMAN & KEITH COMPANY—BROCKTON.

On July 3 a joint application from Whitman & Keith Company and lasters in its employ was filed. The controversy submitted to the judgment of the Board the prices for lasting shoes of the \$5 grade. At the hearing, which took place on July 12, the parties appeared, and stated that there was "no contention at the present time." The application was accordingly placed on file.

W. & V. O. KIMBALL—HAVERHILL.

On July 8 Messrs. W. & V. O. Kimball and their cutters appeared by representatives and presented a joint application in due form, which was thereupon filed. By request of both parties a hearing was given forthwith. The application, which concerned the discharge of one William Devlin, did not present an issue under the law for the determination of the Board. The parties thereupon withdrew, but the controversy was not presented in any way again.

On July 13 an application, alleging a controversy concerning the right to hire and discharge help, was received from W. & V. O. Kimball; and on the following day T. W. Penwell, known to us as an agent for organized labor, made application, in which he submitted as a controversy that he had been discharged by W. & V. O. Kimball without just cause. With a view to ascertaining whether the two applications were intended to submit the same controversy, and for the purpose of composing the difficulty or difficulties by inducing a mutual agreement, a conference was held in the presence of the Board. The Board ascertained that there

was but one dispute, and, having heard the parties, ruled that there was no controversy within the law under which the Board acts. The case was withdrawn, and nothing further was heard of it.

SIX LITTLE TAILORS—BOSTON.

From July 11 to August 16 the Board received repeated intimations of a difficulty, represented as a lockout, of 15 tailors, from the work rooms of the firm known as the Six Little Tailors, at Boston. One interview was had with the manager, who said that certain men had left their jobs because the firm had refused to affix a label of the workers' union to certain articles of clothing. The firm explained that they had no such labels on hand, whereupon the men quit work, and their places were filled with new hands, more satisfactory in point of workmanship.

Several interviews were had with the employees, but no difficulty, such as the Board is called upon to compose, was discovered.

**MANN & STEVENS WOOLEN COMPANY—
BROOKFIELD.**

On July 12, 55 weavers in the employ of the Mann & Stevens Woolen Company refused to work, on account of the posting of notices of fines for imperfect work, in consequence of which 147 operatives were thrown out of work. The employer said that the faults in weaving were increasing in number, almost all of them without cause. The strikers claimed that the imperfections were due to the quality of the stock they were obliged to work with.

On the second day of the strike the Board offered its services as mediator to the employer, and on the third day brought the parties together in the office of the mill. After a long conference an agreement was reached. The notices were revised. All the employees save 2, who had removed from the district, returned to work the following Monday. After a month the firm reported that the imperfections complained of had very perceptibly diminished, and that good feeling prevailed on all sides. Since then there has been no difficulty.

RENFREW MANUFACTURING COMPANY—ADAMS.

Eighteen chain quillers, employed in the gingham mill of the Renfrew Manufacturing Company in Adams, quit work at noon, July 12, because of dissatisfaction with conditions. This necessitated the shutting down of the weave shop. The occasion of the difficulty was the introduction of new stop motions on the looms, and the requirement to operate six looms instead of four, with an increase of production, a diminution of price and the laying-off of some weavers. The firm said it was necessary to do this, in the face of competition.

The Board offered to mediate, and learned that the parties were negotiating. The employees returned to work on the 14th, and no further difficulty was experienced.

CORE-MAKERS AND IRON MOULDERS—BOSTON AND THE VICINITY.

The core-makers and iron moulders of Boston and the vicinity, engaged in a movement to establish a minimum wage rate of \$2.75 a day, having been successful in some

of the larger foundries, resorted to the last expedient to enforce their demand. On July 17 the employees of Osgood & Wetherbee, Hunt Siller, the Condor and the Mechanics' iron foundries, 42 in number, went out on strike. Subsequently, there was a strike in the Gibbey iron foundry of Boston. One of these had a long history of rapidly recurring strikes. The Board offered its services, but learned that the parties were resolved upon a trial of strength. At the end of four weeks a settlement or a good understanding had been effected in all the foundries except one, and the difficulty ceased to attract attention.

NONOTUCK SILK MILLS — NORTHAMPTON.

On July 20 or thereabouts there was a reduction in wages, and on or about the first of August another reduction was announced, which was estimated at about 35 cents a day. There were a series of strikes in the first week of August, and some were discharged for refusing to leave other departments to take the places of strikers. There were conferences held immediately, and the Board found on inquiry that the management would concede nothing in prices. The management was confident of its ability to fill the places with newcomers.

About 24 remained out until August 28, when they returned to work on the company's terms, under the assurance of steady employment thereafter.

COAL TEAMSTERS—LOWELL.

On July 24 about 100 men, engaged as team drivers or helpers in the retail delivery of coal, went on strike. They had asked for an increase in pay, so that helpers might receive \$10, drivers of one horse \$11 and of double teams \$12 a week. No change from the 10-hour work day was demanded.

The Board immediately interviewed the employers and offered its services, urging them to make reply to the demand of the workmen, previous attempts to obtain a collective answer having failed. The employers met on the second day of the strike, responding to the efforts of the Board, and on the third day of the strike the employees appointed a committee to confer with the coal dealers. It was evident that once the parties began to confer the difficulty would be of short duration, and such was the case; for by August 1, eight days after the date of the strike, all the dealers had agreed with their employees, and work was resumed in every yard.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

On July 25 a joint application was received from W. L. Douglas Shoe Company and cutters employed at Brockton, requesting a hearing of a dispute as to the carrying out of an agreement. A hearing was given August 9, and the Board was of opinion that no violation of contract had been proven. Both parties expressed their satisfaction.

APPLETON COMPANY—LOWELL.

On the 25th of July 40 weavers, employed by the Appleton Company at Lowell, went out on strike on account of dissatisfaction with the rate per cut for weaving. The Board investigated the difficulty, and found that, of the number stated, two-thirds were girls and one-third men, most of them strangers in the country; that about one-half had already returned. The management expected that all would return within a short time, practically at the old rate. Such was the case, and the friendly relations, once re-established, have continued to the present time.

LANCASTER MILLS—CLINTON.

On the 26th of July 106 weavers went out on strike. The occasion was the failure of pending negotiations. Three of the weaving sections of the main mill had felt aggrieved during the two preceding weeks because some of the looms of those sections were selected for the manufacture of a new kind of goods. A demand was made for an increase of wages, and a reply was expected every day; but during the three days preceding the difficulty there was a restlessness that gave token of a strike.

When the strike occurred the Board interposed and offered its services as mediator, and from time to time inquired into the situation. Negotiations that were instituted resulted in the workers returning to their old positions on August 7, with a view to ascertaining what they could earn on the new kind of goods. The Board is not informed of any recurrence of the trouble.

**J. H. WINCHELL & CO., INCORPORATED —
HAVERHILL.**

A controversy reported last year left some matters unsettled between J. H. Winchell & Co., Incorporated, of Haverhill, and shoe workers in its employ. It was believed in some quarters that the matters were before the Board for determination, and inquiries as to delay were received and answered.

The parties preserved friendly relations, notwithstanding the fact that negotiations were at long and irregular intervals. A mutual agreement was reached on July 31, to go into effect August 4, the terms of which were not made known.

TREMONT & SUFFOLK MILLS — LOWELL.

Eighteen operatives in the cloth room of the Tremont & Suffolk mills at Lowell struck on August 2, to emphasize their objection to changes in the price list. On August 3 the Board interposed. The management explained that the change in price corresponded with the change in fabric, the price of coarser goods being lower than that of finer. This was made known to the strikers, but they were loth to accept the explanation. The employer filled all the places without delay, and the strike passed from notice.

FAUNCE & SPINNEY — LYNN.

On August 2 a strike began in the factory of Faunce & Spinney, shoe manufacturers of Lynn, and by the end of the second day 45 were out. The reason alleged was the refusal

of their demand for an increase in wages, and that charges for injuries to goods in process of manufacture might be diminished. The firm published its intention to pay regular union prices to pullers-over and operators, and that on the following Monday, August 7, they would begin to hire non-union employees at the former rates of wages.

The Board interposed, with a view to bringing about an agreement of parties. Negotiations were being carried on between the general office of the Boot and Shoe Workers' Union and the firm. The employer stated publicly that he had always been willing to pay the highest price for careful work, and he felt justified in assigning penalties for careless work. It was a question of degree, since both believed that it was just to charge something, and the lasters merely contended that the charges were excessive. He had not yet complained that the wages were too high. At the end of a week an agreement was reached, and the difficulty has not recurred.

CARPENTERS' DISTRICT COUNCIL—BOSTON AND THE VICINITY.

The adhesion of carpenter builders and their journeymen to the principles exemplified by this Board has been reported for several years. The trade agreement of 1902 was effected with the aid of this Board at a time when a slight occasion might precipitate a great strike. A similar agreement, including other employers, was effected in 1903, and then it appeared that strikes and lockouts could no longer occur in the carpentry industry, for the arbitration habit had become established.

The following is believed to have an interest for those

who follow the course of peaceful negotiation, and is reported here as a sequel to the accounts of former years, at the request of individuals of both sides respectively who had consulted with the Board.

A peaceful controversy arose in the year just past between the Master Carpenters' Association of Boston and the Carpenters' District Council of Boston and the Vicinity, representing various organizations. The Hon. George L. Wentworth, a justice of the Boston municipal court, acting with the joint committee of the Master Carpenters' Association of Boston and the Carpenters' District Council of Boston and the Vicinity, heard both parties on August 3, and on the 18th of that month rendered the following decision : —

Mr. J. E. POTTS, *Clerk, Joint Conference Committee.*

DEAR SIR :— The questions submitted to me by your several committees have received my most thoughtful consideration, and, while the opinion herein expressed may not be entirely satisfactory to either party, yet under all the circumstances it seems to me it ought to work fairly and equitably to employer and employee alike.

The first change requested by the Carpenters' District Council is that 44 hours shall constitute a week's work ; that is, 8 hours a day for the first 5 days of the week, and 4 hours on Saturday. This seems to me a wise provision for at least a part of the year. Workingmen require their hours of leisure and recreation for themselves and their families as well as those more fortunately situated.

Under our statutes, the governing boards of towns, cities and counties, as well as the heads of departments who have charge of State employees, have authority to allow their employees one half-holiday in each week, without loss of pay, during such portion of the year as they may determine ; hence this provision has received the sanction and approval of the Commonwealth.

Throughout the heated term manual labor is much more exhaustive than it is during the cooler months, and most all trades and employments at the present time make provision for a half-holiday

on Saturday at least during the summer months. Perhaps, however, it might not be wise to make this provision permanent for the entire year, as during the winter months, when work is not always steady, and when the weather conditions are not always favorable for permanent employment, many workmen might prefer to work when they have the work to do and when the weather conditions permit them to do it, rather than to have a hard-and-fast restriction to have a half-holiday on Saturday, whether they desired it or not.

Furthermore, a rule of this kind should not go into effect until a sufficient time has elapsed so that the employer may have been able to adjust himself to the new conditions.

I therefore decide that a Saturday half-holiday shall be allowed the workmen, beginning the first Saturday after the fifteenth day of June, 1906, and continuing until the last Saturday before the fifteenth day of September, both Saturdays inclusive, and that this provision shall continue from year to year until other provisions have been made.

The second change requested by the Carpenters' District Council is that the wages of workmen be increased from $37\frac{1}{2}$ cents per hour to 41 cents per hour. Taking into consideration the rate of wages paid in other cities and towns, the increased cost of living at the present time, the marvelous prosperity we have all enjoyed for the past few years, it would seem that this concession ought to be allowed. This provision, like the former one, should not be imposed upon the employer so suddenly that he would be unable to adjust himself to the new conditions; yet, as this provision has been under discussion for the greater part of the current year, I feel that the employers were bound to know that this increase of wages was bound to come in the near future. Hence I do not postpone the going into effect of the new provisions so far ahead as I otherwise would.

I therefore decide that 41 cents per hour should be the rate of wages on and after the first Monday of October, 1905.

The third request of the Carpenters' District Council is that double time be allowed for all over-time. It seems to me that this provision ought not to be open to much controversy. The employer is not required to employ his workmen over-time except in certain exigencies, unless he is willing so to do. It can work no particular hardship on the employer, as he can employ or not employ over-time, as he chooses. To my mind it might at times

work a hardship to the employee ; yet, as the employee desires it, it seems to me the concession ought to be allowed, and I so decide.

The fourth request of the Carpenters' District Council is to add Decoration Day to the list of holidays to be paid for as double time. The same reasons apply to this as to the former proposition. Furthermore, Decoration Day is a legal holiday under the laws of the Commonwealth, and is deemed by many the most sacred holiday in the calendar. To my mind it would accord with the spirit of our people if no work, with certain necessary exceptions, should be done on that day ; yet if in certain exigencies work is required on that day, there is no reason why the workingmen should not be allowed double time while so employed. I decide this request should be granted.

The fifth request of the Carpenters' District Council is that 8 hours' work per day in mills, instead of 9, should constitute a day's work. This also should be answered in the affirmative. Most all mechanics at the present time work but 8 hours per day. No good reason has been advanced why mill men should work more hours per day than other mechanics, and I decide this provision should be adopted.

The sixth request of the Carpenters' District Council is that preference of employment be given to union men, when same can be procured. To my mind this seems to me to be the most serious provision in the entire controversy. It is most strenuously insisted upon by the workingmen, and as strenuously opposed by the employers.

The original agreement entered into between the parties hereto, reads as follows : —

In carrying out this agreement, the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed ; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation.

The same principle in exactly the same language was adopted in the declaration by a written agreement, signed by every member of the joint committee. The principle contained in this declaration is good law and good morals. The principle it enunciates

is contained in the Constitution of the United States, and I think in the Constitution of nearly every State in the Union. To say that preference shall be given to a member of a certain church or a certain lodge, before he should be allowed to labor, is practically to deprive him of his liberty and property alike, and is contrary to the genius of our institutions.

The right to dispose of one's labor as he wills, and the rights of the employer to purchase labor in the open market are reciprocal rights, and are incident to the freedom of the employee and employer alike.

It is one of the fundamental principles of all governments that maintain the principles of civil liberty.

While this is not an absolute agreement to employ none but union men, yet the practical working of it would amount to nearly the same thing. An absolute agreement to employ none but union men would subject the person attempting to enforce it by affirmative acts to civil liability, and in many of our States the parties to the agreements might be liable for criminal conspiracy.

I recognize the good work that has been accomplished by labor unions, and the advance they have made in their various trades by means of their mutual and united co-operation, but I do not believe that labor unions require this dangerous weapon.

It is my opinion that no man should be deprived of his trade or calling for no other reason than because he declines to join some particular labor union, and this in effect is what this provision requires.

I therefore decide this provision should not be adopted.

Respectfully submitted,

(Signed) GEORGE L. WENTWORTH.

COAL HANDLERS—LAWRENCE.

The Board having been credibly informed that a strike was threatened by members of the Coal Handlers' Union of Lawrence, had an interview on August 17 with several coal dealers, and urged upon them the advantage of negotiating a peaceful settlement, and offered such help as might be needed to enable the parties to confer with one another. It

appeared that the difficulty arose out of a change requested by the workmen, from a minimum wage rate of \$11, then prevailing, to one of \$12. The contract regulating the parties' relations with each other was similar in all respects, save that of wages, to the one proposed by the workmen on June 27, as follows:—

We, the undersigned, coal dealers of Lawrence, Mass., and vicinity, agree to the following:—

1. That all men permanently employed by us to handle or deliver coal shall be members of Coal Handlers' Union, No. 9022.
2. That 10 hours shall constitute a day's work.
3. The minimum pay shall be at the rate of \$12 per week.
4. No present pay to be reduced.
5. All over-time work shall be paid for at the rate of 25 cents per hour.
6. Men hired in busy season as extras shall not be considered as permanent men, and will be entitled to temporary employment only, unless they become members of said union.
7. The hours of labor shall be from 7 A.M. to 12 M., and from 1 to 6 P.M.

This agreement to take effect August 19, 1905.

This proposed agreement is identical with the contract entered into by the parties in the preceding year, with the exception of the third article, which places the minimum wage rate at \$12 a week, instead of \$11.

The dealers expressed a belief that there was nothing in the business situation to warrant an increase of pay at that time. On the 18th of August the dealers concluded to refuse the demands. On the 19th about 50 men struck. On Saturday, September 9, the Board went to Lawrence and spent the whole day acting as intermediary between the parties, with the result that an agreement was reached whereby the men were to return to work on the following

Monday. When they returned to work, however, they were told, as they said, to quit until action should be taken by the employers' association.

On consulting the employers, the Board was informed that the members of the union had ignored the terms of settlement. The employers had never promised to sign the proposed agreement. The employees had accepted the settlement on the strength of oral assurance, but after the settlement had voted that the employers must sign the agreement. In spite of this action of the union, however, many of the coal handlers believed that the strike was at an end, and, loth to believe otherwise, sought and obtained their former places.

Varying reports were received from time to time of the attitude of the parties to each other, and on September 20 word was received that the dealers and the men involved had made an amicable adjustment of their differences. The matter disappeared from notice until November 10, when a letter was received announcing that the strike existed in some quarters; but, while a large majority of the coal handlers were at work, there were still 11 employers, large and small, out of 28, that refused to settle with the members of the union.

The Board renewed its offers of mediation, but nothing further was heard of the difficulty.

**FORE RIVER SHIP AND ENGINE COMPANY—
QUINCY.**

One hundred drillers and tappers, mostly boys, struck in the yard of the Fore River Ship and Engine Works, Quincy, on August 21, to resist a readjustment of wages, which they

believed was tantamount to a reduction of 10 per cent. The Board communicated with the employer and advised a peaceful settlement, offering its services to that end. The employer said that steps had already been taken to bring about a reconciliation, and that there were signs already of the strike's dissolving. The strike, however, persisted for three weeks, though the Board did not interfere further, in view of the fact that there were frequent conferences between the parties, that promised well.

On the 11th of September, as the result of mutual concessions, the strikers returned to work.

ARONOVITZ & SIEGEL — BOSTON.

On August 21 the Board was informed of a controversy in the furniture factory of Aronovitz & Siegel, Boston, and gave advice calculated to bring about an understanding. On the 15th of September, as the result of a conference, the following agreement was reached by the employers and the representatives of the Amalgamated Woodworkers' International Union, No. 280, of Boston, and placed on file: —

Article I. — The party of the first part hereby agrees to hire none but members of the Amalgamated Wood Workers' International Union who are in good standing, and who carry a book issued by the above branch of said union, or workmen who shall make application for membership in said union, or signify their intention to do so, on or before the end of the first week of their employment.

Article II. — That 9 hours shall constitute a day's work, without reduction of wages, to take effect on the eighteenth day of September, 1905.

Article III. — Over-time shall be paid for at the rate of time and a half. This includes the recognized holidays, Memorial Day, June 17, July 4, Thanksgiving Day and Christmas.

Article IV. — No work whatever shall be performed on Labor Day.

Article V. — It is agreed that in case of a dispute arising a representative from the employer and one from the employees shall endeavor to make a satisfactory settlement. In case no satisfactory settlement can be made by this method, then it is agreed to refer it to the State Board of Conciliation and Arbitration, its decision to be final. During the time no strike or lockout shall be declared.

Article VI. — This agreement shall be in force from the eighteenth day of September, 1905, and continue until September 1, 1906. If any change shall be desired by either party, the proposed change shall be submitted thirty days before the expiration of this agreement. If no notice is given by either party, then the agreement shall continue after that from year to year.

No collective wage demand shall be made during the life of this agreement.

Signed for the firm,
ARONOVITZ & SIEGEL.

Signed for the employees,
GEO. M. GUNTNER, *Organizer*.
PHILIP KERNER, *President*.
MAX COHEN, *Secretary*.

Attested copies of the foregoing were furnished to the parties in interest, and nothing has disturbed the good understanding thus effected.

ARONOVITZ & LEVI—BOSTON.

On August 21 the employees of Aronovitz & Levi, furniture manufacturers of Boston, invoked the Board's mediation, with a view to composing a controversy, that had culminated in a strike, to enforce the demand for 9 hours instead of 10, without reduction of pay, and the adoption of rules governing future relations, under which all disputes were to be

settled by this Board. The employer at first declined the services of the Board, whereupon the Board and George M. Guntner, agent of the workmen, called on Meyer Bloomfield of the Civic Service House, Boston, and requested his assistance, with a view to ending the strike, if possible. On the following day Mr. Bloomfield announced that he had not succeeded in bringing about a settlement, and the workmen's agent was so informed by the Board. Subsequently Mr. Guntner announced that a conference had been arranged, and requested the Board's presence. The Board attended the meeting. A long discussion ensued, and an agreement was finally reached, which was committed to writing and filed by the Board, and attested copies furnished to the parties. The document is the same as that of the preceding statement.

They returned to work immediately.

NEW BOSTON FRAME COMPANY — BOSTON.

Similar negotiations to those described in the foregoing were carried on at the same time between the New Boston Frame Company and their wood workers, and a like agreement was filed with the Board on August 23. On September 28 Mr. Guntner filed a notice of the controversy, praying the Board to endeavor by mediation to effect an amicable settlement, and, if advisable, to investigate the cause and ascertain which party thereto is mainly responsible or blameworthy for said controversy. The notice alleged that "Article I of said agreement has been violated by the employer, by hiring strangers who are not members of the union, and by threatening to discharge them if they

applied for membership. The employer, moreover, threatened to lengthen the work in violation of Article II of said agreement."

At a conference of parties in the presence of the Board on October 2, it was alleged that 7 men had gone out on strike in violation of the agreement, two of whom were desirable workmen. The employers expressed a desire for a union shop, however, and said that if Mr. Guntner would procure the return of the two workmen or permit the employers to address the union at its next meeting, the firm would then consider keeping the agreement. Mr. Guntner stated that the men did not strike, but had left to accept higher wages offered by a rival furniture manufacturer.

He promised to urge the union to influence the 2 men in question to return to work for the New Boston Frame Company, and to request the union to hear the members of the company on the subject of their grievance. Mr. Guntner warned them that their addressing the union was an expedient of doubtful value, in view of the fact that one of the firm had organized the union when he was a workman, and in a short while, as an employer, arraigned himself in opposition to the principles he had so recently advocated. The union held a meeting on the evening of October 4. The firm appeared and stated its grievances, which were courteously received. The former employees announced that they preferred staying where they were to returning to the places they had left. Three of the union volunteered to go to work at once, and the union promised to secure a full complement in two days.

With this understanding an agreement was reached, which, however, was not perfected until the second meeting of the

union, on October 11, at which time the desired workmen were persuaded to return to work for the New Boston Frame Company. In a few days, however, these left and secured employment elsewhere, and all negotiations ceased between the union and the company.

ISAAC H. DINNER COMPANY—BOSTON.

Twelve cap makers employed by Isaac H. Dinner Company of Boston on August 21 were ordered out on strike by the officers of Cloth, Cap and Hat Makers' Union, because, as alleged, the firm refused to renew the agreement for another year. Communication was had with both parties, but no negotiations could be inaugurated. Each remained firm in his attitude, and shortly thereafter the employers yielded to the union's demands.

CONDON BROTHERS & CO.—BROCKTON.

The following decision was rendered on August 25 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Condon Brothers & Co. and employees in the heeling department of their factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. to employees in said department at Brockton for work as there performed :—

	Per 24 Pairs.
Heeling, off lasts,	\$0 12
Heeling, on lasts,	14
Heel-slugging, on or off lasts, 1 row or less,	07
Heel-shaving (by agreement of the parties),	10
Heel-breasting,	05

By the Board,
BERNARD F. SUPPLE, *Secretary*.

PRESTON B. KEITH SHOE COMPANY—BROCKTON.

The following decision was rendered on August 25 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Preston B. Keith Shoe Company and employees in the heeling department of its factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Preston B. Keith Shoe Company to employees in said department at Brockton for work as there performed : —

	Per 24 Pairs.
Heeling, regular, military and high-ball heels,	\$0 16
Heeling, samples and single pairs,	20
Heel-shaving, regular, military and high-ball heels, samples and single pairs,	12
Heel-slugging, two rows or less,	10
Heel-breasting, foot or power machine,	06

By the Board,
BERNARD F. SUPPLE, *Secretary*.

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decision was rendered on August 25 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Churchill & Alden Company and employees in the heeling department of its factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed : —

	Per 24 Pairs.
Heeling, low or regular heels,	\$0 16
Heeling, samples or single pairs,	20
Heel-shaving, low or regular heels, samples or single pairs,	12
Heel-slugging, 2 rows or less,	10
Heel-breasting, foot or power machine,	06

By the Board,

BERNARD F. SUPPLE, *Secretary.*

A. BASCH & CO. — BOSTON.

A. Basch, of the firm of A. Basch & Co., was the president of the Cap Manufacturers' Association. A demand by journeymen had been made on all the cap manufacturers, through one Zuckerman of New York, but in the case of Mr. Basch it was stipulated that he must resign his presidency in the union. On the Board's advice, being solicited, it was ascertained that there was no strong repugnance on the part of the manufacturers to sign the union's demands, except in that which concerned his resignation from the presidency of the manufacturers' association. The case was

not within the province of the Board, and the parties were so informed. On August 29, it was learned that the strike would go into effect at noon, and the Board communicated with Mr. Basch, to see what, if anything, could be done to prevent it. Mr. Basch thereupon announced a settlement, saying that he had sent in a written resignation from the chair of the manufacturers' association, and handed it to Zuckerman to deposit in the mail, which he did before he returned to New York.

No strike was declared, and it has not yet been learned whether the manufacturers accepted Mr. Basch's resignation.

**STONE-PLANING MACHINE OPERATORS—BOSTON
AND THE VICINITY.**

The rate of wages for men operating stone-planing machines was $33\frac{1}{3}$ cents an hour. On January 22 some 40 men of the Machine Stone Planers' Union of Boston and the Vicinity requested an increase of rate to 40 cents an hour, to go into effect on April 1. The employers met, and voted to refuse the request. April 3 the parties came together, and the Board was informed by the workmen that the employers promised to pay the increase whenever business would warrant doing so. No strike occurred. On the 29th of August the president and recording secretary of the union stated that since the conference of April 3 business had been better than ever before, and that the demand for men was greater than the supply; that they had this day renewed their request to certain employers individually, and had been refused. They requested the Board to effect, if possible, an amicable settlement with P. J. Campbell & Son,

Joseph F. Carew, F. G. Coughlin & Sons and Edward F. Meaney & Co. of Boston, Everett Brownstone Company, Charles River Stone Works, Hanlon & Co. and V. R. Stillwell of Cambridge, and Shea & Donnelly of Lynn.

The Board advised the operators to proffer the men's request once more on the following day, and to report the result. They withdrew, saying they would do so.

The Board immediately interviewed the employers named, for the purpose of securing the workmen's agents a favorable reception. On the following day they reported settlements with P. J. Campbell & Son of Boston, Everett Brownstone Company and Hanlon & Co. of Cambridge. Messrs. Shea & Donnelly, in an interview with the Board, expressed a belief that there should be a meeting of employers to consider a collective answer. Subsequent efforts of the Board during the next week were unavailing, and the agents of the workmen were so informed. The union thereupon voted to go on strike September 9 in the six yards where their demands had been rejected or ignored.

In view of the well-known disposition of Norcross Brothers Company, proprietors of the Charles River Stone Works, towards peaceful settlements, the Board requested that, in case the strike should become actual, an exception be made in favor of Norcross Brothers, who, there was every reason to believe, would cheerfully confer with them as soon as Mr. Norcross should return from the west. Messrs E. F. Meaney & Co. and Joseph F. Carew refused to receive the Board.

On September 7 Mr. Norcross communicated with the Board, saying that a conference of parties was due to the men of the Machine Stone Planers' Union, and that a re-

spectful request, urged with moderation and patience, deserved a respectful reply. Mr. Norcross announced his intention to call upon the Board the following day. On September 8 Mr. Norcross called, with the superintendent of the Charles River Stone Works, and a conference in the presence of the Board, with the president of the union, was had forthwith. Mr. Norcross undertook to call a meeting of the employers in interest, for the purpose of considering the difficulty and replying to the demand. The parties thereupon retired to the Boston office of the Charles River Stone Company, and invitations to a meeting of employers were sent from that place.

During a temporary absence of Mr. Norcross, sharp words were exchanged by the president of the union and the superintendent, which the workmen's representative considered a defiance, and so reported to the Board, saying that negotiations were at an end, and that the strike that had been voted would be inaugurated on the following day, Saturday, September 9. As he had no fault to find with Mr. Norcross's treatment, the Board said that, if he could not prevent the strike, an exception ought to be made in favor of the Charles River Stone Works. He accepted this counsel.

On the day appointed the stone planer men, 30 all told, quit work in Shea & Donnelly's at Lynn, Everett Brownstone Company and Hanlon & Co. of Cambridge, F. G. Coughlin & Sons, P. J. Campbell & Sons, E. F. Meany & Co. and Joseph F. Carew of Boston. There was no strike at the Charles River Stone Works. The employers affected by the strike came together in response to the invitation of Mr. Norcross, and returned an answer that they had resolved each to treat with their own men. The union, thereupon,

authorized the force in each shop to make a demand upon its employer through such spokesman as it might choose. The Board was subsequently informed that unfavorable answers were received by shop committees. On September 15 it was learned that all the strikers in the works of Shea & Donnelly at Lynn had returned.

All the men finally returned to work in their former positions at rates much less than they struck for, and in some stone yards only slightly increased.

DUNN CHAIR COMPANY—BOSTON.

On August 31 a strike of 15 varnishers in the employ of the Dunn Chair Company occurred in Boston. They demanded an increase in wages, and, though they were not organized, they acted together in emphasizing their objection to an unsatisfactory reply. Notice of the difficulty was brought to the Board on the first of September, and the parties were given such advice as it was hoped might lead to an amicable adjustment. It appears that the difficulty began in a clerical error. The clerk, having the impression that sanding was done by other wage earners, subtracted its value from the wages of the varnishers who were performing the work.

As soon as this was made known to the employer the mistake was rectified, and all hands returned to work.

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on September 1 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co. and employees in the heeling department of their factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor & Co. to employees in said department at Brockton for work as there performed :—

	Per 24 Pairs.
Heeling, off lasts, regular work,	\$0 12
Heeling, off lasts, military or high heels,	14
Heel-shaving, McKay machine,	08
Heel-slugging, prices paid at the time of filing the application.	
Heel-breasting, regular or high heels or samples,	06

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY—BROCKTON.

The following decision was rendered on September 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company of Brockton and employees in the edgemaking department of its Factory No. 2.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company to employees in said department of Factory No. 2 at Brockton for work as there performed :—

	Grade No. 6, Per 12 Pairs.
Edgetrimming, including knifing,	\$0 20
Edgesetting, two settings, including blacking and brushing,	22½
Edgesetting, one setting, including blacking and brushing,	15

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY—BROCKTON.

The following decision was rendered on September 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Churchill & Alden Company and employees in the edgemaking department of its factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department at Brockton for work as there performed :—

	Per 12 Pairs.
Edgetrimming shoes exceeding \$3 per pair as a price to the consumer,	\$0 25
Edgetrimming shoes not exceeding \$3 per pair as a price to the consumer,	20
Edgetrimming samples, per pair, \$0.03.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY & CO.—BROCKTON.

The following decision was rendered on September 5 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co. and employees in the edgemaking departments of their factories at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said departments at Brockton for work as there performed : —

FACTORY No. 1.

	Per 24 Pairs.
Edgesetting, including blacking and brushing, two settings, .	\$0 48
Edgesetting, including blacking and brushing, one setting (by agreement of the parties),	30

FACTORY No. 2.

Edgesetting, including blacking and brushing, two settings, .	45
Edgesetting, including blacking and brushing, one setting, .	30

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**R. H. LONG SHOE MANUFACTURING COMPANY—
FRAMINGHAM.**

On September 11 were filed four joint applications of R. H. Long Shoe Manufacturing Company at Framingham and employees in the following departments respectively, stitching, Goodyear stitching, Goodyear welting and edgetrimming, all of whom were represented by John P. Murphy. After the hearings had brought the parties together they

continued to meet, and negotiations began which ended in agreements. On being notified thereof, no further action was taken on the applications.

WOOD WORKERS—BOSTON.

It is interesting to observe, at a time when many employers, under the influence of reaction, have adopted a stern attitude towards employees, the result of peaceful negotiations between the furniture manufacturers of Boston and the Wood Workers' District Council concerning a matter which might at almost any time have developed into a serious strike. Confiding in the fairness of their employers, and seeking the advice of this Board, they engaged in the following correspondence, which tells its own story:—

AMALGAMATED WOOD WORKERS' DISTRICT
COUNCIL OF BOSTON AND VICINITY,
BOSTON, September 11, 1906.

GENTLEMEN:—I, the undersigned, have been directed by the Amalgamated Wood Workers' International Union of America, Locals Nos. 24 and 109, representing workmen in your employ, to present to you for your consideration the following request:—

That wood workers shall be paid the minimum rate of 37½ cents per hour, the men now receiving more than the request not to be subject to any reduction in wages; also, that hardwood finishers shall be paid the minimum rate of 35 cents per hour, the men now receiving more than the request not to be subject to any reduction in wages.

The decision to submit the above request was reached after many months of consideration and dissatisfaction in the ranks of the two crafts making the request. Now we come to you not as a disturbing factor in your business, but in the spirit of fair-minded men, who understand that there are difficulties for the manufacturer in conducting a successful business.

It has been found and realized by all the members of this organization that when business became dull in any of the factories where they are employed a large number of them are laid off, and that, when looking for work in any other factory where their services are required, the employer would, no matter what the applicant's skill might be, offer him the minimum wage per week, resulting in a reduction in wages. Exceptions to this have been few. This has resulted also in a feeling of insecurity on the part of those who have been retained at a higher rate.

When we consider that living expenses are all the time increasing, and that we are the lowest-paid skilled mechanics in the country, we feel that in the change we ask we are fully justified.

We hope you will give your most earnest consideration to this request. A committee representing this organization will wait on you during the week beginning Monday, September 18. A reply to this communication would be esteemed a great favor.

ROBERT U. MCINTYRE,

Secretary, W. W. D. C., 196 Bennington Street, East Boston.

This letter was discussed in conference, whereupon the following correspondence ensued:—

THE FURNITURE AND INTERIOR DECORATORS'

ASSOCIATION OF BOSTON, MASS.,

BOSTON, MASS., October 9, 1906.

MR. ROBERT U. MCINTYRE, *Secretary, Amalgamated Wood Workers' District Council, 196 Bennington Street, East Boston, Mass.*

DEAR SIR:—In reply to your inquiry of September 11, requesting an increase in the minimum wages of cabinet makers and hardwood finishers, we have to say that after careful consideration we feel that the conditions of the business will not admit of an increase in the cost of goods at the present time; but, acknowledging the courteous way in which the request has been presented to us and the fair dealing of the unions interested, we have voted to increase the minimum pay in each union 2 cents per hour, making 30 cents the minimum wage for hardwood finishers, and 35 cents per hour the minimum wage for cabinet makers, the same to take place October 23.

Yours respectfully,

THE FURNITURE AND INTERIOR DECORATORS' ASSOCIATION,

By EDWARD B. COBB, *Secretary.*

OCTOBER 18, 1905.

MR. EDWARD B. COBB, *Secretary, The Furniture and Interior Decorators' Association of Boston, Mass., 111 Washington Street, Boston, Mass.*

DEAR SIR: — Your courteous letter of October 9, responding to our inquiry of September 11, and proposing 30 cents for hardwood finishers and 35 cents for cabinet makers, has been carefully considered by the two local unions in interest, Nos. 24 and 109. It appears that the mill men's wages have been left out of your response, we believe through inadvertence.

I am directed to say in reply that the propositions to establish 30 cents and 35 cents as minimum rates for hardwood finishers and cabinet makers, respectively, have been accepted, provided an agreement can be reached on all the matters submitted to you. Referring to our request, you will find that we spoke of *wood workers*, by which we meant mill men as well as cabinet makers. With respect to the mill men, we have amended our request to conform with what we believe to be your intention, and ask for them a minimum rate equal to that of cabinet makers, namely, 35 cents an hour.

We further request that when cabinet makers are sent on outside jobs they shall receive the rate of wages established by the carpenters, and that when hardwood finishers are sent on outside jobs — whether the work is old or new — they shall receive the rate of wages established by painters.

Yours respectfully,

ROBERT U. MCINTYRE,

Secretary, W. W. D. C., 196 Bennington Street, East Boston.

THE FURNITURE AND INTERIOR DECORATORS'

ASSOCIATION OF BOSTON, MASS.,

BOSTON, MASS., October 20, 1905.

MR. ROBERT U. MCINTYRE, *Secretary, Wood Workers' District Council, 196 Bennington Street, East Boston, Mass.*

DEAR SIR: — Replying to yours of October 18, will say that in my letter of October 9 it was intended that the minimum rate of 35 cents per hour for cabinet makers should apply to the mill men.

Your acceptance of the offer of this association, "provided an agreement can be reached on all matters submitted," I fail to understand.

I find the question of minimum wage of wood workers and hard-

wood finishers is the *only* request in your letter of September 11, to which my letter of October 9 was a reply.

The question of pay for outside work was not mentioned in your letter of September 11, and therefore was not discussed by the association.

If I am in error in my understanding of the matter, I beg to be informed.

Yours respectfully,
EDWARD B. COBB, *Secretary*.

AMALGAMATED WOOD WORKERS' DISTRICT
COUNCIL OF BOSTON AND VICINITY,
BOSTON, MASS., October 27, 1905.

MR. EDWARD B. COBB, *Secretary, Furniture and Interior Decorators' Association of Boston, Boston, Mass.*

DEAR SIR:—Yours of the 20th inst. is received. It is true that the question of pay for outside work was not among the matters submitted in my letter of September 11. It is also true that your response was not a complete reply, inasmuch as the mill men's wages were not specified. Accordingly, the workmen did not regard the negotiations closed, but directed me to call your attention to the omission of the mill men's request. They were free to state the request of wood workers and hardwood finishers concerning outside jobs. The reason for this was to avoid trouble with the carpenters and painters,—a reason which ought to appeal to the employers quite as much as to the employees.

Yours respectfully,
ROBERT U. MCINTYRE, *Secretary*.

THE FURNITURE AND INTERIOR DECORATORS'
ASSOCIATION OF BOSTON, MASS.,
BOSTON, MASS., October 27, 1905.

MR. ROBERT U. MCINTYRE, *Secretary, Amalgamated Wood Workers' District Council, 196 Bennington Street, East Boston, Mass.*

DEAR SIR:—I have yours of October 27. You have perhaps received by this time my letter of this morning, stating that the association do not understand that you have accepted their offer made in answer to your circular request of September 11, and I cannot see that your letter just received makes the matter any more clear.

The association would like to know whether you do or do not accept their offer. If you have any other requests not contained in your letter of September 11 I should be glad to have you offer them, and I will present them to this association for consideration.

I believe my letter of 20th instant made it clear to you that the offer of the association included the mill men with cabinet makers.

Yours respectfully,

EDWARD B. COBB, *Secretary.*

On November 7 the committee notified Mr. Cobb as follows : —

By vote of the two local unions, Nos. 24 and 109, the committee was directed to notify you that your offer of 2 cents per hour for cabinet makers, mill hands and hardwood finishers is accepted, to take effect from October 23, the date you have specified in your communication of October 9, 1905.

Neither party obtained its desire, but the settlement reached was preferable to any other solution imaginable. The relations of the parties have continued to the present time as they were before, — perfectly harmonious.

HAZEN B. GOODRICH & CO.—HAVERHILL.

The following decision was rendered on September 14.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Hazen B. Goodrich & Co., shoe manufacturers, and employees in the cutting department of their factory at Haverhill.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board sees no reason to change the prices established in the factory of the employers and paid by them at the time of filing the application. The Board

therefore awards that the prices paid at the time of filing said application be paid by Hazen B. Goodrich & Co. to the employees in the cutting department for work as performed in their factory at Haverhill.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

McKENNEY & WATERBURY COMPANY, C. H. McKENNEY & CO., DAVID R. CRAIG, E. H. & E. R. TARBELL, BOSTON GAS APPLIANCE EXCHANGE COMPANY—BOSTON.

The following letter was sent to employers on the third day of April, 1905:—

To whom it may concern: It is a well-known fact that the cost of living is greater to-day than it has been for many years, and that the bare necessities of life are sometimes beyond the reach of the average wage-earner of our craft, whose living expenses have steadily increased, but whose daily wage still remains unaltered, despite the increased demand on his purse. Every product has increased in marketable value save the product of his own creation, his labor.

We would also respectfully remind you that the wages paid the members of our craft in Boston are far below the standard paid in the principal cities of the United States for the same working day. We feel that our skill as workmen does not suffer by comparison with our co-workers in these other cities; and in view of these conditions we would respectfully ask that on and after the first day of September, 1905, our wages be increased to \$3.60 for the same working day as at present employed, namely, 8 hours. We feel that the request is most reasonable, and that we are giving ample time to prepare future contracts to conform with the request. Trusting you will look with favor on the matter, we remain,

Very respectfully,

GAS FITTERS, FIXTURE FITTERS AND

HANGERS' UNION, No. 175, U. A.,

18 Kneeland Street, Boston.

No reply was received, but an opinion circulated among the workmen that the employers had made a number of contracts based upon the old rate of 40 cents an hour; and they resolved to postpone reiterating their demand until after the first day of September, the time limit mentioned above.

On August 10 all employers posted the following notice:—

SHOP RULES.

— On and after Monday, August 14, 1905, this shop will be governed by the following rules:—

I. There shall be no discrimination for or against any workman on account of membership or non-membership in any organization.

II. There shall be no restriction as to the number of apprentices to be employed, or as to the nature of the work which workmen of any class shall do.

III. The minimum rate of wages for journeymen shall be \$2.50 per day.

IV. Eight hours shall constitute a day's work, to be done between the hours of 8 A.M. and 5 P.M.

V. Any work done outside the regular hours shall be paid for at one and one-half times the regular wage. Work done on Sundays or legal holidays shall be paid for at double the regular rate.

VI. Journeymen shall furnish all the necessary tools for their regular work, except where large or special tools are required.

VII. Workmen shall be responsible for all tools and material taken from the shop.

VIII. Each workman shall be at work at 8 o'clock A.M., provided his job is within three miles of the State House, and near any car line in Boston. In case he shall call at the shop for orders or material, he shall report at 7.45 A.M.

IX. The shop foreman shall do, without interference, any work that his employer may deem necessary.

X. Grievances arising among the workmen will be settled in conference between the employer and the workman directly involved.

This was regarded as an effort to establish an "open shop." The 25 men involved thereupon quit work and

went out on strike at a time when prospects were bright for a long season's activity. The Board immediately requested an interview with the officers of the union, but did not effect communication until August 18. They expressed a willingness to confer with the employers, and said that Mr. Albion P. Pease, the secretary of the employers' association, was regarded as spokesman of the master gas fitters. On trying to bring about a conference, however, the locked-out men objected to negotiating with him. The attempts to conciliate individual employers were not successful. At the solicitation of John J. Conway, Esq., representative of the twenty-third Suffolk district, and with his co-operation, invitations to a conference were issued for a conference on the 22d of September.

On the 21st the following letter was received:—

BOSTON, MASS., September 20, 1905.

MR. BERNARD F. SUPPLE, *Secretary, State Board of Conciliation and Arbitration, State House, Boston, Mass.*

DEAR SIR:—Your courteous letter of the 19th inst., enclosing a copy of a letter addressed to the Master Gas Fitters and Chandelier Hangers of Boston, whose employees are on strike, in which you ask for a conference at the office of the State Board in Boston, September 22, at 2 P.M., is duly received; and in reply thereto I have to say that at a meeting held in this office to-day, at which all the parties interested were present, it was unanimously decided that your invitation be courteously declined, and that I be instructed to notify you of this fact.

Yours very respectfully,

ALBION P. PEASE, *Acting Secretary.*

On the same day the workmen accepted. The employees were notified of the master gas fitters' attitude, but they came at the appointed time. A committee of five appeared, headed by Messrs. Alpine and Conway. They reported that

45 members of the union were directly involved, and 20 boys. They said that they had, through a committee, interviews with the separate employers, and found that there was no disposition to avoid them, and also no disposition to make a settlement. On this day, however, at the solicitation of one of the employers, a conference had been had elsewhere, which resulted in a settlement as regards one shop, and 15 men returned to work.

Their attitude was as follows : —

All shops to be strictly union shops.

All men and boys who were employed on August 9, 1905, shall be returned to their old places under the following conditions : —

All men who were receiving \$3 per day August 9, 1905, shall receive \$3.60 per day.

All men employed shall receive an increase of pay.

All men who receive their license for less than two years back shall receive \$2.75 per day, until probation time of two years has passed, from August 20, 1905, when the minimum rate shall take effect.

The minimum rate shall be \$3 per day.

All apprentices who receive their license shall work for one year at \$2.50 per day, one year for \$2.75, and then receive the minimum rate.

There shall be allowed 3 apprentices for every 10 men, and 1 for every additional 10 men, who shall be registered by the employers in the union.

The hours of labor shall be from 8 A.M. to 12 M., and from 1 P.M. to 5 P.M.

Over-time shall be paid at the rate of double time, also for Sundays and legal holidays.

They reported the receipt of the following communication : —

BOSTON, MASS., September 21, 1905.

DEAR SIR : — By direction of the executive committee of the employers' association of Boston, I hand you herewith a copy of a decision handed down by the Supreme Judicial Court of Massa-

achusetts, in the case of *Vegelahn v. Guntner*, 167 Mass. The executive committee has deemed it wise to do this, that you may understand fully what the law is in the case.

There have been recently several overt acts committed by former employees of the Master Gas Fitters and Chandelier Hangers of Boston, who are now on strike, and evidence has been secured which would convict these persons, under the law governing their acts. But the employers' association and its individual members, through its executive committee, feel that possibly the persons who committed these acts were not fully cognizant of the law governing them, and it is for this reason that we are sending you this copy; and I am instructed to say in this connection that should any person pursue the course indicated above, in the future, they will be prosecuted to the full extent of the law by the employers' association.

. . . Yours respectfully,

ALBION P. PEASE, *Acting Secretary.*

The enclosure referred to is as follows: —

SUPREME JUDICIAL COURT. — *Vegelahn v. Guntner*, 167 Mass.

The patrol was maintained as one of the means of carrying out the defendant's plan, and it was used in combination with social pressure, threats of personal injury or unlawful harm, and persuasion to break existing contracts. It was thus one means of intimidation indirectly to the plaintiff, and directly to persons actually employed, or seeking to be employed, by the plaintiff, and of rendering such employment unpleasant or intolerable to such persons. Such an act is an unlawful interference with the rights both of employer and of employed. An employer has a right to engage all persons who are willing to work for him, at such prices as may be mutually agreed upon; and persons employed or seeking employment have a corresponding right to enter into or remain in the employment of any person or corporation willing to employ them.

No one can lawfully interfere by force or intimidation to prevent employers or persons employed or wishing to be employed from the exercise of these rights. In Massachusetts, as in some other States, it is even made a criminal offence for one by intimidation or force to prevent or seek to prevent a person from

entering into or continuing in the employment of a person or corporation. (Pub. Sts., c. 74, § 2.) Intimidation is not limited to threats of violence or of physical injury to person or property. It has a broader signification, and there also may be a moral intimidation which is illegal. Patrolling or picketing, under the circumstances stated in the report, has elements of intimidation like those which were found to exist in *Sherry v. Perkins*, 147 Mass. 212. The patrol was an unlawful interference both with the plaintiff and with the workmen, within the principle of many cases, and, when instituted for the purpose of interfering with his business, it became a private nuisance.

A conspiracy to interfere with the plaintiff's business by means of threats and intimidation, and by maintaining a patrol in front of his premises in order to prevent persons from entering his employment, or in order to prevent persons who are in his employment from continuing therein, is unlawful. . . .

The committee stated that the employers would have exhibited better taste if they refrained from making threats, however skillfully veiled, until there was occasion.

During the first fortnight of October the difficulty gradually disappeared from notice. Settlements were made whereby employees returned to three of the shops; but in the shop of David R. Craig no settlement could be made, nor would any other employer hire the workmen, for the reason, it was said, that new hands were preferred to any gas fitter not reconciled to his former employer. Craig would make no settlement, and 6 of his former workmen could obtain no work. These called upon the Board, and complained that the recent agreement had not been entered into in good faith by the master gas fitters, and could not be binding on those who unwittingly sacrificed their fellow employees; that there was a mental reservation on the part of the employers which vitiated the settlement. Nothing could be done in the circumstances to remove the diffi-

culties of these 6 men, but at last accounts it appeared that the union was taking care of them in a manner satisfactory to all concerned.

LYNN THEATRE—LYNN.

Mr. Harrison, manager of the Lynn Theatre at Lynn, notified the Board, on September 21, of a controversy with his stage hands, concerning a demand for an increase in wages, and that a conference of parties with the proprietor had been assigned to a later hour of the same day.

He sought and obtained the Board's advice, and promised to refer the matter to the Board in case negotiations should result in a disagreement. No further notice of difficulty was received.

AMERICAN WOOLEN COMPANY—MAYNARD.

On Saturday, September 23, the assistance of the Board was invoked by the American Woolen Company, to induce, if possible, the return of 20 handers-in who had quit work on the 20th to enforce a demand for higher wages and for better opportunities of promotion. There were 16 girls and 5 boys, still in their teens, all of whom referred to Miss Hunt as their leader. The Board went to Maynard, assembled the strikers, and transmitted to them the employer's assurance that the grievances would be generously considered if they would only return to work; but that if the strike were continued into the next week the mill would cease operations, and all the operatives in other departments would be thrown out of work. A secret ballot was taken on the question of returning to work on Monday, the 25th. All voted in the negative. The meeting dissolved with great

enthusiasm. Other mill hands related to the strikers were interviewed, and the situation was explained to a local clergyman of influence. Rev. John A. Crowe, a former pastor at Maynard, but now stationed at Cambridge, on learning of the difficulty conferred with his successor, the Rev. B. F. Killilea. The new pastor addressed his advice to the children's parents and guardians, whose minds were becoming more receptive. At the next opportune moment the management of the mill and officers of the American Woolen Company conferred with the strikers and their parents.

On Monday, September 25, it was voted to return to work on the next day following, with the understanding that wages would be increased, and that opportunities for better positions would be given later on. Fourteen strikers returned to work on the next day. Before the middle of the week, however, all were in their former positions, and nothing has disturbed the harmony of that department since then.

GEORGE G. SNOW COMPANY—BROCKTON.

The following decision was rendered on September 25 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees in its treeing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton for work as there performed :—

	Per 24 Pairs.
Cleaning and polishing patent or shiny leather shoes, complete, first grade,	\$0 65
Cleaning and polishing patent or shiny leather shoes, complete, second grade,	60

By the Board,
BERNARD F. SUPPLE, *Secretary*.

LORD ELECTRIC COMPANY — BOSTON.

On October 3 the following letter was received : —

State Board of Arbitration, State House, Boston, Mass.

GENTLEMEN : — We have entered into an agreement with Local No. 103, I. B. E. W., which agreement is to terminate October 1, 1907. There is one article of said agreement which, by mutual consent, has been left to your Board for final settlement.

Will you be kind enough to notify us when it will be possible for us, together with a committee from Local No. 103 to meet your Board.

Very truly yours,
LORD ELECTRIC COMPANY.
ROBERT H. HALLOWELL.

On the same day the employees requested the Board, in view of an emergency that had arisen, to bring about a conference forthwith. Later in the day the parties met in the presence of the Board and conferred. The matter in dispute was Article 18 of the proposed agreement, it being the desire of the employees to restore said article as stated in the agreement of 1902. The employer was opposed to the terms in which it was stated. The conference dissolved without agreement, but with the understanding that the constitution and by-laws of an alliance of structural trades about to be formed were to be submitted to the employer's inspection, with a view to convincing him that the trades therein repre-

sented were endeavoring to avoid strikes and lockouts, and to resort to arbitration when necessary. The electrical workers had a desire to enter into this alliance, and if the constitution and by-laws were found to be as represented, the Lord Electric Company would make the desired agreement. It was therefore understood that the committee should bring to the company on the following day, October 4, the constitution and by-laws.

On October 4 the controversy, stated as follows, was jointly submitted to the arbitration of the Board : —

Shall Article 18 of agreement which expired October 1, 1905 (copy of which is enclosed), be incorporated in new agreement which expires October 1, 1907 (copy of new agreement also enclosed)? If article is not incorporated in new agreement, what modification of same shall be?

Article 18 of the agreement of October 2, 1902, is as follows : —

That, as all differences under this agreement are to be settled by arbitration, no strike or lockout shall be ordered by either party hereto as against the other for any grievance whatsoever; it being understood, however, that any sympathetic strike or lockout in which either party is obliged to take part on account of its affiliation with any central body of employees or employers shall not be considered a violation of this agreement.

On October 5 a hearing was given, which, at the suggestion of the Board, was resolved into a conference of parties for the purpose of negotiating an agreement. An agreement was reached whereby Article 18 as stated above was revived and inserted as Article 18 of the new agreement, amended by the addition of the following words : “ Provided that arbitration has been offered by either one of the dis-

puting parties." This was signed by representatives of the employer and employees. The application for arbitration was placed on file.

T. D. BARRY & CO.—BROCKTON.

The following decisions were rendered on October 9:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co. of Brockton and employees in the lasting department of their Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department at Brockton for work as there performed:—

CHASE MACHINE.

	Per Pair.
Box calf,	\$0 06½
Black vici,	06½
Black Russia calf,	06½
Kangaroo,	06½
Velours,	06½
Patent chrome cowhide,	09

EXTRA.

Colored goods,	00½
Canvas box,	00½
Flat leather box,	00½
Combination box,	00½
Whole cloth covers,	00½
Long-legged boots, 10 inches or over,	00½
Bluchers, uncrimped (complete),	00½

BY AGREEMENT OF THE PARTIES.

Calf,	06½
Cordovan,	07½
Patent calf,	10

	Per Pair.
Patent colt,	\$0 10
Patent kid,	10
Enamel,	08
Lasting up or down, extra,	01
Custom or leathered lasts, extra,	02
Samples or single pairs, extra,	02
Hour work, 33½ cents per hour.	

Cripples, when laster is not at fault: pulling-off, one-half price;
re-lasting, full price.

Lasters are not to be held responsible for shoes after leaving
the lasting department unless the fault was such as could not
be discovered by inspection while on the last.

Concerning other items submitted the Board finds that "pounding toe caps" is not done at present, and that "paper covers" are not used except on samples. In other factories investigated, such work as "pulling out pulling-over tacks" is done by tack-pullers and not by lasters; in this factory neither party submitted any evidence of its value. The Board makes no award on these items of the present application.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co. of Brockton and employees in the lasting department of their Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by T. D. Barry & Co. to employees in said department at Brockton for work as there performed:—

BED MACHINE—GOODYEAR SHOES.

	Per Pair.
Patent tips, extra,	\$0 01
Patent quarters, extra,	01

By the Board,

BERNARD F. SUPPLE, *Secretary*.

STOVER & BEAN—LOWELL.

In Stover & Bean's shoe factory at Lowell new regulations, occasioned by carelessness in the handling of shoes, were the occasion of dissatisfaction among the shoe workers, especially the lasters, 20 of whom quit work on October 9, and inaugurated a strike which threatened to cripple the factory. The employers said they would fill the places after a reasonable time should have elapsed, claiming that the laster or any other operative should pay for damaged shoes when clearly to blame. The employees contended that wages were too low to expect that.

The firm's intention to fill vacant places after the 11th was made known to the wage-earners by the Board. The strikers were asked to consider whether they ought to incur the danger of being supplanted by new hands, in view of the fact that the fines actually imposed under the rule were thus far only 60 cents. The employers said that, on account of the high price of leather and competition, it would be impossible, during this season at least, to raise the wages.

The firm prolonged the period of probation, but the lasters remained out. On the seventh day of the strike 15 new hands were employed. The strikers sought work elsewhere. No further difficulty was experienced.

GEORGE G. SNOW COMPANY—BROCKTON.

The following decision was rendered on October 9 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees in its lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by George G. Snow Company to employees in said department at Brockton, for work as there performed : —

CONSOLIDATED HAND-METHOD MACHINE.

	PER PAIR.	
	Fuller.	Operator.
Velours,	\$0 03½	\$0 01½
Kangaroo,	08½	01½
Black vici,	08½	01½
Black Russia,	08½	01½
Other leathers of like character to above,	08½	01½
Cordovan or horsehide, Cordovan tip,	08½	01½
Cordovan or horsehide, satin tip,	08½	01½
Colored vici and willow calf, extra,	00½	
Enamel box calf,	04½	02
Patent chrome side leather,	04½	02
Patent colt, chrome side leather tip,	05	02½
Flat sole leather box, shellacked twice or more, extra, \$0.00½.		
Canvas box, shellacked twice or more, extra, \$0.00½.		
Combination box, shellacked twice or more, extra, \$0.00½.		
Moulded box, shellacked twice or more, extra, \$0.00½.		
High-cut boots, 10 inches or over, extra, \$0.00½.		
Uncrimped Bluchers (complete), extra, \$0.00½.		
Pulling between tip and throat, 1-12 of pulling price extra, according to classification of stock.		

By agreement of the parties : —

	PER PAIR.	
	Puller.	Operator.
Calf,	\$0 03 $\frac{1}{4}$	\$0 01 $\frac{1}{2}$
Box calf,	03 $\frac{1}{4}$	01 $\frac{1}{2}$
Colored goods, except colored vici and willow calf, .	03 $\frac{1}{4}$	01 $\frac{1}{2}$
Enamel grain,	04 $\frac{1}{4}$	01 $\frac{1}{2}$
Patent split,	04 $\frac{1}{4}$	01 $\frac{1}{2}$
Patent calf,	05	02 $\frac{1}{4}$
Patent vici,	05	02 $\frac{1}{4}$
Patent colt, patent colt tip,	05	02 $\frac{1}{4}$
Patent tips, extra, \$0.01.		
Patent quarters, extra, \$0.01.		
Samples and single pairs, extra, \$0.02.		
Custom or leathered lasts, extra, \$0.02.		
Hour work, per hour, \$0.33 $\frac{1}{2}$.		
Cripples, when lasters are not at fault, $\frac{1}{2}$ price for pulling-off, full price for re-lasting.		
Responsibility of lasters: only when fault cannot be discovered while shoes are on lasts.		
Re-lasting of shoes that crawl: if required of laster, per hour, \$0.33 $\frac{1}{2}$.		

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GEORGE G. SNOW COMPANY—BROCKTON.

A joint application from George G. Snow Company of Brockton and J. P. Meade, representing bottom-fillers, concerning wages, was filed on the 28th of September and heard on October 10. The parties desired expert investigation. After the hearing, the Board, at the request of the parties, made a personal inspection of the work; and after some weeks of delay, papers conforming to the Board's rules having at last been submitted, experts named in writing by them were appointed and directed to investigate. The examination of the expert assistants disclosed the fact that the parties were so nearly in accord that the Board suggested a further conference. This was acceded to, and a settlement

was reached forthwith, on the assurance that existing conditions should not be changed except for improvement. The application was thereupon placed on file.

F. A. PARKER & CO.—MARBLEHEAD.

The following decision was rendered on October 10:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between F. A. Parker & Co., shoe manufacturers, and employees in the stitching department of the factory of F. A. Parker & Co. at Marblehead.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by F. A. Parker & Co. to employees in said department at Marblehead for work as there performed:—

BLUCHER PATTERNS.							
							Per 72 Pairs.
Top stitching, misses', .	.	.	.	.	.	.	\$0 50
Top stitching, children's,	.	.	.	.	.	.	40
Hooking and eyeleting,	.	.	.	.	.	.	25

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

On October 10 a hearing was given on the joint application of W. L. Douglas Shoe Company and bottom-fillers at Brockton. Expert assistants were appointed, at the request of the parties, but during their investigation a new process was adopted. When the parties informed the Board that work by the method to which the application related was no longer required of the workmen in question, the petition was dismissed.

MASSACHUSETTS COTTON MILLS—LOWELL.

In the Prescott division of the Massachusetts Mills, at Lowell, an overseer, in charge of the spinning room for the past nine years, was discharged on October 14. The spinners, 45 in number, requested his reinstatement, which was refused, and on Monday, the 16th, they remained away from work.

On learning of the difficulty, the Board investigated, and was informed that all but 3 had returned to work.

BOSTON MANUFACTURING COMPANY—WALTHAM.

On the 16th of October the quillers employed by the Boston Manufacturing Company at Waltham struck to resist the employment of a stranger, to whom they felt a repugnance. On the 19th, finding that the stranger was no longer in their department, they returned to work and demanded an increase in wages. This was refused, and they went on strike again. The strikers resumed work on Monday, the 23d.

On making inquiries, the Board learned that negotiations were progressing to a settlement of the wage question, and there was found to be no further occasion to interpose.

SPRINGFIELD PLUMBERS' STRIKE—SPRINGFIELD.

Ninety men employed in Springfield and vicinity went out on strike on the 16th of October. The Board offered its services to compose the difficulty. The manufacturers declared for an open shop; a contest of endurance ensued, and

continued to the present time. The employers stated their attitude, to the Board, as follows : —

The men were receiving \$3.50 per day of 8 hours, practically all the shops were unionized, and there was an understanding amounting practically to a contract between the union and the employers covering these conditions. Late in September the union demanded an increase in wages to \$4 per day, and gave the employers 10 days, beginning October 4, in which to accede to this demand. The employers immediately got together, organized the Master Plumbers' Association, which now includes practically every master plumber in this city, Chicopee and West Springfield, and replied by refusing the demand of the union.

October 14 the strike began ; the masters met again, and declared for open shop. Since that time the men have been out. The masters have gained a number of new plumbers, and are gaining new men every day. The masters will not accede to this union demand, and have declared the open shop everywhere, and have put themselves under a money bond to stand by this agreement.

This being the condition of things here, without disturbance or disorder of any kind, the strike slowly fading away and the strikers becoming rapidly discouraged, there would seem to be nothing that your Board can do in the premises. A communication was received from a committee of the unions this morning by the master plumbers, asking for a conference. This conference was refused by the masters, who had agreed that there was no room for compromise, and that the men could remain out or come back to work at the old wages under open-shop conditions, as they preferred.

Your Board could do nothing toward bringing about a compromise, because the master plumbers will not yield ; but if it, or any representatives of it, care to come here and look further in the situation, we shall be glad to welcome him, and give him any assistance in our power.

It was expected that when the winter came, the severity of the season and the necessity for repairing frozen water pipes would bring about a solution to the difficulty, but up

to the present writing the winter has not been severe. The employees made several requests for a conference, but the masters steadily refused.

On November 23, 4 journeymen quit the union and returned to work. At the end of a week's time 1 of them returned to the union. The controversy remains unsettled.

BURLEY & STEVENS—NEWBURYPORT.

Vampers employed in the shoe factory of Burley & Stevens at Newburyport, 9 hands all told, quit work on October 19 and went out on strike, because, as they supposed, a reduction of 3½ cents per dozen was to go into effect. It appears on inquiry, however, that there was a misunderstanding as to the intentions of a new foreman, whom they suspected of enmity. On being assured that he was not hostile, they returned to work.

The Board offered its services, but withdrew on learning of private negotiations. There was no renewal of the difficulty.

PAINE FURNITURE COMPANY—BOSTON.

Employees of the Paine Furniture Company in Boston, members of the Upholsterers' International Union, on October 21 sent the following communication, which was signed in round-robin by all the workmen of the department except 2, who had expressed their intention to leave the employment:—

We, the undersigned, respectfully represent that we are members of the Upholsterers' Union, and in your employ for several years. During the time of our employment the understanding in

the department between employer and employed has been that wages should not be depressed below \$18 a week without notice. We now beg to inform you that you have men who are working at rates below the established minimum. We are in honor bound to one another, and to the several employers with whom we have peaceful relations, to maintain our minimum wage undiminished, and, moreover, we are confident that the one thing necessary to remedy the abuse is to call your attention to it. Mr. Guntner, our representative, has explained to you such matters of detail as ought to be negotiated, and we now desire a reply forthwith, stating your attitude towards a peaceful settlement of the question. Mr. Guntner's report of to-day's interview will determine our future course.

The Board communicated with the company, and urged that Mr. Guntner be accorded an interview, and that, if anything remained to be considered, the Board would be pleased to render such service as would assist the parties to an understanding. On the 27th it was reported that an agreement had been effected, and that the employees of the Upholsterers' Union were perfectly satisfied.

BROPHY BROTHERS—LYNN.

Eighteen assemblers quit the factory of Brophy Brothers at Lynn and went out on strike, on October 24, on being refused an increase of 3 cents per dozen pairs for the work of bringing together the parts of a shoe, for the operation of a puller-over machine recently introduced. The employers were interviewed without delay, and the Board was informed by them that no controversy existed in the shop, since men well satisfied with the price were already at work in the strikers' places.

On the 31st of October some of the strikers applied for their former positions, and were reinstated.

W. L. DOUGLAS SHOE COMPANY — BOSTON.

The product of the Douglas factories at Brockton is for the greater part sold to consumers in the retail stores of that company. The retail clerks' local union of Boston felt aggrieved that they were required to work longer than 10 hours. The grievance was made known to the employer, several conferences were arranged by the Board between the representatives of the parties, and on October 26 William C. Wheeler of Lynn, vice-president of Retail Clerks' International Protective Association, stated that all the Douglas retail clerks had been placed upon the 10-hour basis, in terms that were satisfactory to both parties.

BIGELOW CARPET COMPANY — LOWELL.

On the 3d and 6th of November, 125 creeler boys, dissatisfied with their wages, quit work. The Board endeavored to bring about an adjustment, but learned that, while the mill was at a disadvantage, it was not crippled, and was on the point of hiring in new hands. The weavers preferred to do their own creeling for a while, rather than to strike in sympathy. The strike dissolved without attracting further attention.

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on November 14 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co., shoe manufacturers, of Brockton and employees in their stitching department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following price be paid by E. E. Taylor & Co. to employees in said department at Brockton for work as there performed : —

Stitching foxings, per day of 9 hours, \$2 15

By the Board,

BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY—BROCKTON.

The following decision was rendered on November 14 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Preston B. Keith Shoe Company at Brockton and employees in the finishing department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following price be paid by Preston B. Keith Shoe Company to employees in said department at Brockton for work as there performed : —

Per 24 Pairs.

Waxing, padding, brushing and heelkeying heels on the Expedite machine, \$0 10

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY—BROCKTON.

The following decision was rendered on November 14 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company, shoe manufacturer, and employees in the finishing department of its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following price be paid by George E. Keith Company to employees in said department of Factory No. 2 at Brockton for work as there performed : —

SIXTH GRADE.

Per 24 Pairs.

Wetting, scouring, gumming and smoothing heels, . . . \$0 10

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on November 14 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company, manufacturer, and employees in the finishing department of its Factory No. 1 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following price be paid by W. L. Douglas Shoe Company to employees in said department of Factory No. 1 for work as there performed : —

Heelkeying, per 24 pairs, \$0 04

By the Board,

BERNARD F. SUPPLE, *Secretary.*

JOHN J. SULLIVAN — LOWELL.

A dispute arose in the tailor shop of John J. Sullivan at Lowell, which culminated in a strike. The Board investigated on November 17, and learned that the men could return to their places if they chose to work in a shop that was to be thereafter managed without regard to the tailors' union. The employer stated that there was no controversy as to wages, for he had always paid the highest in the city for finishing garments, and, moreover, had no objection to union men; and, as he required good work, and could not always get it in Lowell, he had to send some to be finished in his Boston shop, — in fact, that was the cause of the difficulty. As he proposed to continue sending work to his Boston shop on occasion, he would have no settlement except on terms approved by the master tailors' association, of which he was a member, one of whose principles is the open shop, so called.

He was experiencing no industrial difficulty, and the Board did not deem it necessary to make further inquiries.

A. J. BATES & CO. — WEBSTER.

The following decision was rendered on November 20 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between A. J. Bates & Co., shoe manufacturers, of Webster, and employees in the pulling-over and lasting department.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of experts nominated by the parties, the Board awards that the following prices be paid by A. J. Bates & Co. to employees in said department at Webster for work as there performed : —

GOODYEAR WORK.

	Per Hour.
Shellacking toes,	\$0 10
Pasting and putting in counters,	12½
Tacking heel-seam and putting upper on last,	17½
Operating pulling-over machine,	25

McKAY WORK.

	Per Hour.
Shellacking toes,	\$0 10
Pasting and putting in counters,	12½
Tacking heel-seat and putting upper on last,	17½
Operating pulling-over machine,	25
Operating Consolidated Hand-method lasting machine after pulling-over machine, plain toe, \$0.11 per dozen pairs.	
Operating Consolidated Hand-method lasting machine after pulling-over machine, cap toe, \$0.12 per dozen pairs.	
Pounding up, filling and tacking shanks after laster, per hour, \$0.17½.	

By agreement of the parties, 58 hours' work in a week shall be reckoned as 60 hours.

The Board finds that tacking McKay insoles by hand is not at present done in the factory, and that operating Consolidated Hand-method machines on Goodyear wing tips and on Goodyear narrow toes, No. 765 last, is seldom required. Since no evidence of the value of these items of labor has been submitted, the Board awards no prices.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

WHITMAN & KEITH COMPANY — BROCKTON.

The following decisions were rendered on November 24 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Whitman & Keith Company, shoe manufacturer, of Brockton and employees in the finishing department of its factory.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that

the following prices be paid by Whitman & Keith Company to employees in said department at Brockton for work as there performed: —

	Per 24 Pairs.
Scouring heel-breasts,	\$0 02
Staining or blacking and brushing heel-breasts,	02
Scouring high heels three times and wetting once,	13
Scouring high heels, samples, four times and wetting three times,	17
Blacking, stoning, brushing and keying high heels,	15
Naumkeagging shanks,	05
Naumkeagging fancy shanks,	06
Wetting down sediment stain with hand brush, \$2.50 per day for employees of average skill and capacity.	
Wetting down aniline stain, \$2.50 per day for employees of average skill and capacity.	
Gumming bottoms, \$2.50 per day for employees of average skill and capacity.	
Gumming natural bottoms, \$2.50 per day for employees of average skill and capacity.	
Polishing stain bottoms,	07
Polishing black bottoms, two rolls,	08
Blacking shanks, \$1.75 per day.	
Burnishing shanks,	06
Wheeling shanks, breast,	03
Wheeling shanks, breast and cut,	05
Wheeling shanks, breast, cut and sides,	07
Wheeling fancy shanks or stitch-aloft,	10
Striping foreparts,	03
Rolling and faking burnished shanks and faking bottoms and top pieces,	10
Rolling and faking burnished shanks and faking top pieces,	08
Pulling lasts and sorting,	06
Pulling followers,	02
Stamping bottoms, \$2.00 per day.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Whitman & Keith Company, shoe manufacturer, of Brockton, and employees in the finishing department of its factory.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character

of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Whitman & Keith Company to employees in said department at Brockton for work as there performed:—

	Per 24 Pairs.
Scouring heels,	\$0 13
Scouring top pieces,	06
Blacking, stoning, brushing and keying heels,	15
Blacking and rolling top pieces and cleaning slugs,	06
Scouring bottoms, including pinwheeling,	13
Scouring stitch-aloft shoes,	13
Making bottoms and gumming (sediment stain), \$2.50 per day for employees of average skill and capacity.	
Making bottoms and gumming (aniline stain), \$2.50 per day for employees of average skill and capacity.	
Making bottoms and gumming (natural), \$2.50 per day for employees of average skill and capacity.	
Brushing stitches, or beading top pieces, or gumming bottoms, or blacking shanks, etc., \$1.75 per day.	

By the Board,
BERNARD F. SUPPLE, *Secretary*.

CONDON BROTHERS & CO.—BROCKTON.

The following decision was rendered on November 24:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Condon Brothers & Co., shoe manufacturers, of Brockton, and employees in the finishing department of their factory.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. to employees in said department at Brockton for work as there performed:—

GOODYEAR WORK.

Scouring, wetting, blacking, stoning, brushing and heelkeying
heels, per 24 pairs, \$0.20.

Scouring bottoms and top pieces, per 24 pairs, \$0.16.

	Per Day.
Blacking or staining bottoms,	\$2 00
Gumming or polishing bottoms,	2 25
Blacking shanks,	1 25
Burnishing,	2 25
Rolling and faking black bottoms and top pieces,	2 25
Wheeling,	1 50
Cleaning slugs,	1 25

Items of McKay work were submitted, which the Board finds are no longer the subject of contention. The Board accordingly awards no prices therefor.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on November 27 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co., shoe manufacturers, and employees in the finishing department of their factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor & Co. to employees in said department at Brockton for work as there performed :—

	Per 24 Pairs.
Scour and finish heel-breasts,	\$0 02
Wetting heels,	01
Scour heels (two papers), regular,	10

	Per 24 Pairs.
Scour heels (two papers), military,	\$0 10
Scour heels (two papers), samples,	12
Blackening heels,	02
Stoning, brushing and heelkeying,	10
Roughing top pieces,	03
Scour top pieces complete,	04
Scour bottoms and smooth top pieces,	12½
Scour bottoms complete, including pinwheel and naumkeag,	14
Naumkeag between bottom scouring and heel,	02½
Cutting shanks,	02
Gumming before painting, whole bottoms,	03
Painting foreparts,	05
Painting bottoms,	07
Stain foreparts,	06
Stain bottoms,	07½
Stain bottoms and top pieces,	08½
Gumming paint foreparts,	05½
Gumming paint bottoms,	06
Gumming stain foreparts,	05
Gumming stain bottoms,	06½
Gumming stain bottoms and top pieces,	07½
Polish stain foreparts,	07½
Polish stain bottoms,	11
Polish stain bottoms and top pieces,	12
Black shanks and top pieces and heel-breasts,	05
Black bottoms and top pieces and heel-breasts,	06½
Wheeling breast and cut, per day, \$2.50.	
Wheeling stitch-aloft forepart and cut, per day, \$2.50.	
Wheeling stitch-aloft all around, per day, \$2.50.	
Wheeling top pieces, per day, \$2.50.	
Blackening top pieces,	02
Striping foreparts,	02½
Roll and brush top pieces,	03
Brush black bottoms,	06½
Fake black bottoms and top pieces,	06½
Clean slugs,	01½
Brush shanks,	05
Fake shank and top piece,	04½
Stain top pieces,	02
Stain top pieces and shanks,	07
Stain bottoms and shanks (two colors) and top pieces,	12
Stain bottoms and shanks (same color) and top pieces,	08½
Gum stain top pieces,	02
Gum stain top pieces and shanks,	06

	Per 24 Pairs.
Gum forepart before painting,	\$0 02½
Polish stained top pieces,	03
Polish stained top pieces and shanks,	11

The above day prices are for employees of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on December 1 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co., shoe manufacturers, and employees in the lasting department of their factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by E. E. Taylor & Co. to employees in said department at Brockton for work as there performed : —

GOODYEAR WORK.

	Per Day.
Tacking insoles on last,	\$2 25
Mating uppers, wetting and shellacking boxes,	2 00
Pasting and inserting counters, placing uppers on last, straightening backseams and tacking counters,	2 50
Pulling up ends of counters by machine after operating, per dozen pairs, \$0.02.	

The following matters also were referred to the Board : pulling up ends of counters by hand after operating, and pounding heel-seats by machine. Since no evidence has been presented that such items of labor are performed in said factory, the Board does not award prices therefor.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

Result. — The history of this dispute shows that on the introduction of the new pulling-over machine the lasters requested prices which the employer would not pay. Lasters' Union No. 192 then delegated the negotiation of an adjustment to its local executive board. An understanding was reached with the employer whereby the price of \$2 a day for assembling materials for the pulling-over machine was to be submitted to a six-months' test, for the purpose of determining by experience a rate that would be fair to all concerned. A majority of the lasters' union insisting that the price should never be less than \$3, repudiated this act, discharged the local executive board and appointed others to their places.

A joint application for the judgment of the State Board was filed on September 11. The hearing was given at the factory, and a personal investigation of the work in question was made by the members of the Board. The decision was rendered on December 1. A committee of lasters called on December 5 to protest against the decision. They represented that the lasters would neither avail themselves of the 60 days' notice by which they might legally be free from a longer obligation, nor would they give the awarded prices the test of time for that short period, — they simply desired a revision of the decision, but could offer no new evidence.

On December 11 the general executive board of the Boot and Shoe Workers' Union held a meeting in Boston, and heard a committee from the Brockton lasters' local board, with a view to ascertaining how possibly another settlement might be made without violation of agreement. The local board assured the general board that such a settlement could be secured if the general officers would not interfere. On

this assurance the general executive board left the adjustment in the hands of the local board. In spite of this, however, 144 lasters left the Taylor factory on the following day, December 12, rather than work for the above prices. It was feared that the strike would spread to all the shoe factories of Brockton, and thus put an end to an unbroken record of peace which the arbitration contract advocated by the general officers of the Boot and Shoe Workers' Union had secured to 14,000 members for the past seven years.

On the 16th a committee of the Brockton Shoe Council conferred with Mr. Taylor, and he sought the advice of the Brockton Shoe Manufacturers' Association. A temporary agreement, approved by the association, was effected. This provided for the final establishment of a piece price, pending which the new pulling-over machines were to remain idle.

The State Board believes that there should be a parity between day prices and piece prices, since the employer has a right to change from one to the other. The relation of these prices to each other is determined in a great measure by the amount of labor that is reckoned as a day's work. Up to the writing of this report the new pulling-over machine has been installed in comparatively few factories, and these show a lack of uniformity as to sex, age, skill and number of workers apportioned to perform the manipulations of materials and to operate the principal and subsidiary machines. The grouping of assemblers, the product of teams and the capacity of individual workers vary greatly, as do also the requirements of the different systems of combining manual with machine work. These matters have come under the Board's personal observation, and due allowances have been carefully made. It has recently been

learned that an agreement on piece prices has been reached by private negotiation, and that the workmen in question are satisfied with the values agreed to. The Board is confident that, if larger earnings are secured at the agreed prices than would be by the award of the Board, it is because the workmen in interest have discovered that their daily capacity is now much greater than that which they manifested while the case was pending.

GEORGE A. CREIGHTON & SON—LYNN.

At noon on Friday, December 1, a strike occurred in the shoe factory of George A. Creighton, at Lynn, involving 45 lasters, employees in the welting department, and others. On learning of the difficulty, the Board called at the factory and found the parties in conference.

The employer stated that some dozen matters or so had been agreed to, and nothing remained save two differences of a quarter of a cent, one on a higher grade and one on a lower grade, when without notice the lasters quit work. The employer would make no further concessions, and was disposed to withdraw those already made. The employees contended, as they said, for prices paid by the firm's competitors for work of the same kind. The employer was willing to submit the whole matter to arbitration, but the workmen's agent declined to do so.

The Board had separate interviews with the parties, from time to time, during the next three days, and transmitted to the employer the lasters' offer to accept an increase on the cheaper grade of work and concede the firm's price on the higher.

On the 4th the factory closed, and 400 operatives were thrown out of work. Pickets were posted by the strikers, and many of the features of industrial warfare were visible.

The Lynn Shoe Manufacturers interposed on the 6th of December, and decided to support Messrs. Creighton & Son. The factory opened again, with a small corps of employees obtained elsewhere. Several of the strikers left for other places. The strike was sanctioned by the general officers of the Boot and Shoe Workers' Union. On the 9th the employer claimed that all his departments were running full-handed, but the employees expressed a belief that there were but few skilled shoemakers in the number. The new hands experienced difficulty in obtaining refreshments at restaurants where union waiters were employed, and Messrs. Creighton & Son started a dining-room for their convenience.

At the end of a fortnight the employer claimed that he had no industrial difficulty in his factory. No agreement with the former workmen has been reached.

A. J. BATES & CO.—WEBSTER.

The following decision was rendered on December 1 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between A. J. Bates & Co., shoe manufacturers, and employees in the lasting department of their factory at Webster.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that

the following price be paid by A. J. Bates & Co. to employees in said department at Webster for work as there performed :—

GOODYEAR WORK.

Per Dozen Pairs.

Pulling up and tacking counters, after pulling-over machine, by
operator on the Consolidated Hand-method lasting machine, \$0 02

By the Board,

BERNARD F. SUPPLE, *Secretary*.

SHAW MACHINE COMPANY — LOWELL.

A night foreman in the Shaw Machine Company's shop at Lowell was discharged; thereupon about 18 men working on that night shift, believing that such discharge was without just cause, went out on strike December 18. A conference was held on the 19th; explanations were made, and the night foreman was offered another position, which he declined. The matter not having been settled in the conference, the company at once began to fill the places of the former workmen. On the 20th the strikers expressed their willingness to return to work, provided they were taken back in a body. This the company could not do, because it had already filled some of the places. A certain number of them, however, were given their old positions, and others were promised a situation as soon as vacancies occurred. This seemed to solve the difficulty, and nothing more was heard of the matter.

GEORGE E. KEITH COMPANY—BROCKTON.

The following decision was rendered on December 22 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company, shoe manufacturer, and employees in the leveling departments of its factories at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by George E. Keith Company to employees in said departments at Brockton for work as there performed : —

Leveling by the Automatic leveling machine, Per 24 Pairs.
\$0 09

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on December 22 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company and employees in the bottoming department of its Factory No. 2 at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by W. L. Douglas Shoe Company to employees in said department of Factory No. 2 at Brockton for work as there performed : —

Heelseat trimming, Per 24 Pairs.
\$0 08

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**MERRIMACK MANUFACTURING COMPANY—
LOWELL.**

On the 26th of December, ring spinners, mostly Greek boys, remained away from work in the mills of the Merrimack Manufacturing Company. At first it was regarded as the prolongation of the holiday, but when other boys of the department quit work, it was deemed a strike. The reason given by them, on the occasion of the Board's visit, was that their earnings had been less than usual, for no reason that they could understand, and it was a strike for more pay.

The agent stated that this was the first information he had of any grievance; the prices had not been reduced, but he was willing to pay as high as any other corporation doing similar work in Lowell.

On January 1, 1906, after explanations had been made, and they had voted to go back if all were received into their old places, they returned to work, and the difficulty seemed at an end; when another misunderstanding arose, and all hands quit for the second time. The agent gave orders to fill their places, but said he would take back such of the strikers as might be needed. On January 2 some returned to work a second time. Others, it was said, remained away because of intimidation, and that certain despotic leaders had been arrested for that reason. More of them, however, returned, and on the 3d the mill was practically running full-handed.

The agent assured the Board that all save the leaders and those who had manifested hostility towards the corporation and their fellow work people would be received from time to time, as needed. The attitude of each party was made known to the other by the Board on January 5, and an

assurance was given that after a few changes in the distribution of workers, which would require about a week or ten days, all the remaining strikers, with the exception of a very few, would be received into their former positions.

GEORGE G. SNOW COMPANY—BROCKTON.

The following decision was rendered on December 22 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company, shoe manufacturer, and tackpullers in its factory at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by George G. Snow Company to said employees in Brockton for work as there performed : —

	Per 24 Pairs.
Tackpulling by machine,	\$0 04½

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BOSTON BREWERIES.

The decision rendered by the Board, October 1, 1902, in the matter of the joint application of the master brewers and brewery workers and their employees, of Boston, recommended : —

That the names of such men as the employers wish admitted be presented to each union, to a number not to exceed that named in the fourth article of their agreement, as follows : " All former members of the unions now employed in the breweries are included

in above proposition; and the number of names of new men to be submitted by the brewers not to exceed 305 for Unions 14 and 29; 34 for Union 122; 31 for Union 16; 40 for Union 3 and 3 for Union 89."

That the union pass upon each application on its merits, subject to the laws of the union.

That the terms of admission be those usually exacted under ordinary circumstances, and not punitive or prohibitive.

That the requirements for membership in the union be applied in a liberal spirit, in good faith and without prejudice.

The Board declared at the same time that "The right to be the exclusive judges of the qualification of its members is essential to the independent existence of an organization, and is the last right which any association should be called upon to surrender." Immediately after that decision a controversy arose, which has persisted to the present time.

On October 31, 1902, after several protracted conferences, the Board was asked to say, forthwith, whether the unions had or had not carried out the above recommendations. The Board expressed the opinion that the employers' claim had not been substantiated by the evidence. The difficulty was at an end, but the dissatisfaction existed. Early in 1905 the Board's attention was called to the fact that possibly 20 men, known as strike-breakers in 1902, had been repeatedly refused admission to the union, and were thwarted in their efforts to obtain work; and that their wives and families, in some instances, were suffering want.

The Board suggested to the union that, whatever the fault of their former members, the punishment was long, and the severity had been borne by those who were the least culpable. The Board requested them to reconsider their various acts of refusing readmission, and to take in some

of the least obnoxious. The Board is informed that at the present time the matter is under consideration, and hopes that some measure of mercy may be obtained.

The following cases also were investigated in the year 1905 : —

M. A. PACKARD COMPANY—BROCKTON.

The following decision was rendered on January 1, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between M. A. Packard Company and trees in its employ at Brockton.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company to employees in said department at Brockton for work as there performed : —

	Per 24 Pairs.
Calf,	\$0 65
Cordovan,	65
Patent leather,	65
Enamel,	65
Vici,	55
Glazed kangaroo,	55
Kangaroo,	30
Box calf,	30
Russia calf (colored),	50
Velours,	30
Gun metal or gnu,	30
Satin,	45
Day work, \$2.50.	
Hour work, 27½ cents.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

The following decision was rendered on January 1, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George E. Keith Company and treers employed in its Brockton factories No. 2 and No. 3.

In these factories the work of treeing is performed with the Copeland machine by teams of three: the first man operating the machine, the second assisting, and the third completing the process.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the George E. Keith Company to treers employed in its Brockton factories No. 2 and No. 3 for work as there performed : —

	Per Day.
First man,	\$2 50
Second man,	2 50
Third man,	2 00

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A. A. WILLIAMS SHOE COMPANY — COCHITUATE.

The following decision was rendered on January 11, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between A. A. Williams Shoe Company and employees in the lasting and fitting department at Cochituate.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which

is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. A. Williams Shoe Company to employees in said department at Cochituate for work as there performed : —

LASTING BY HAND.

	PER DOZEN.	
	Men's.	Boys' and Youths'.
Plain toe, lined,	\$0 45	\$0 42
Plain toe, unlined, counter inserted,	45	42
Plain toe, unlined, counter stitched in,	41	38
Cap toe, lined,	48	45
Cap toe, unlined, counter inserted,	48	45
Cap toe, unlined, counter stitched in,	45	42
Fitting, extra,	05	05

LASTING BY CONSOLIDATED HAND-METHOD MACHINE.

Operating,	10	10
Pulling-over and pounding : —		
Plain toe, lined,	21	21
Plain toe, unlined, counter inserted,	21	21
Plain toe, unlined, counter stitched in,	18	18
Cap toe, lined,	24	24
Cap toe, unlined, counter inserted,	24	24
Cap toe, unlined, counter stitched in,	21	21
Fitting, extra,	05	05

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decision was rendered on January 24, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, and employees in the cutting department at Abington.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which

is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Incorporated, to employees in said department at Abington for work as there performed : —

	Per Day.
Leather lining cutters of average skill and capacity,	\$2 50
Marking linings,	2 00

In the price-list accompanying said application it appears that the following items were agreed to by the parties : —

	Per Day.
Sorters and special cutters,	\$3 00
Outside cutters,	2 75
Topping cutters,	2 50
Lining cutting, cloth,	2 50
Gore cutters,	2 50
Skiving vamps,	2 50
Skiving tops and trimmings,	2 25
Dieing-out on machine,	2 25
Crimping,	2 25
Throating vamps,	2 50
Putting up linings,	2 00
Matching up work,	2 00
Cutting trimmings with knife,	2 00
Dieing-out on block,	\$1 00 to 2 00

By the Board,

BERNARD F. SUPPLE, *Secretary*.

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decision was rendered on January 29, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, of Abington and employees in the sole-leather cutting and heel departments.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which

is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Incorporated, to employees in said departments at Abington, for work as there performed : —

SOLE-LEATHER CUTTING.

	Per Day.
Cutting outsoles, ¹	\$2 50
Sorting outsoles,	2 75
Casing outsoles,	2 50
Cutting insoles, ²	2 50
Sorting insoles,	2 50
Casing insoles,	2 25
Channeling insoles,	2 50
Lip-turning,	2 00
Cementing outsoles,	2 00
Gem trim machine (by agreement of the parties),	2 00
Cutting taps,	2 50
Sorting and casing taps,	2 50
Skiving outsole stock,	2 25
Skiving and rolling insole stock,	2 25
Lumping,	2 00
Reducing shanks,	2 25
Sole graders,	1 50
Stamping insoles,	1 75

HEEL ROOM.

Skiving and rolling,	\$1 75
Lumpers,	1 75
Cutting top pieces,	2 50
Sorting top pieces,	2 25
Cutting lifting,	2 25
Heel-compressor,	2 25

The prices herein awarded to be paid are for persons of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

¹ Knox divider.

² Julian rounder.

GEORGE G. SNOW COMPANY — BROCKTON.

The following decision was rendered on February 6, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees in the rough-rounding department of its factory.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the board awards that the following price be paid by George G. Snow Company to employees in said department at Brockton for work as there performed : —

	Per Dozen.
Rough-rounding 18 to 22 edge shoes, viscolized shoes or three-	
sole shoes,	\$0 10

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INCORPORATED — ABINGTON.

The following decision was rendered on February 6, 1906 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, of Abington and employees in the Goodyear welting department of its Factory No. 1.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Lewis A. Crossett, Incorporated, to

employees in said department at Abington, for work as there performed : —

	Per Dozen.
Goodyear welting, chisel last,	\$0 24

By the Board,
BERNARD F. SUPPLE, *Secretary*.

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
RICHARD P. BARRY,
CHARLES DANA PALMER,
State Board of Conciliation and Arbitration.

Boston, February 17, 1906.

APPENDIX.

APPENDIX.

In 1886 Massachusetts and New York established state boards of arbitration.

A statute of the United States, enacted in 1888, provided arbitration by temporary boards, when desired by railroads and their employees. Governmental investigation was also provided by authorizing the president to appoint members of a temporary commission. In 1894 a commission appointed under this law reported on the Chicago strike, recommended changes in the act and suggested to the states "the adoption of some system of conciliation and arbitration like that in use in the Commonwealth of Massachusetts." In 1898 the law was repealed, its essential provisions were re-enacted and procedure was specified with greater elaboration.

Twenty-four states in the union now provide for mediation of one kind or another in the settlement of industrial disputes. Of these the statutes of the following 19 contemplate the administration of conciliation and arbitration laws through permanent state tribunals: Massachusetts, Wisconsin, Montana, Ohio, California, Colorado, Minnesota, New Jersey, New York, Maryland, Washington, Michigan, Connecticut, Illinois, Missouri, Idaho, Louisiana, Utah, Indiana. In Maryland and Washington some of the functions of a state board are performed by a chief of labor bureau. In the first 11 states above named the laws authorize temporary local boards also; in the first three the state board may have expert assistants. Four other states provide for mediation by other tribunals — Iowa, Kansas, Pennsylvania and Texas.

Following are laws, etc., relating to mediation in industrial controversies: —

UNITED STATES.

[Public Laws, 1898.]

Chap. 370.—An Act Concerning carriers engaged in interstate commerce and their employees.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provi-

sions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

SEC. 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure

to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or

employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment

shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however,* That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same

grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. Any employer subject to the provisions of this Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

MASSACHUSETTS.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106, Revised Laws, as amended by St. 1902, chapter 446, and St. 1904, chapters 313 and 399, provides for the conciliation and arbitration of labor disputes as follows:—

STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful performance thereof, and shall receive a salary at the rate of twenty-five hundred dollars a year and his necessary travelling and other expenses, which shall be paid by the Commonwealth. The board shall choose from its members a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall from time to time establish such rules of procedure as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

DUTIES AND POWERS.

SECTION 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board; and such notification may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing,

not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion it seriously affects, or threatens seriously to affect, the public welfare. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following four sections.

SECTION 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the Commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not

to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 5. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the Commonwealth similar to that in which the controversy exists, and they may submit to

the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the Commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the Commonwealth as provided in section thirty-five of chapter six.

LOCAL BOARDS OF CONCILIATION AND ARBITRATION.

SECTION 7. The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect

as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

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GENERAL PENALTY.

SECTION 70. Whoever violates a provision of this chapter for which no specific penalty is provided shall be punished by fine of not more than one hundred dollars.

WISCONSIN.

The Wisconsin law of 1895, chapter 364, April 19, as amended by L. 1897, chapter 258, April 17, is as follows:—

An Act to provide for a state board of arbitration and conciliation for the settlement of differences between employers and their employes.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the gov-

ernor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary. All requests and communications intended for said board may be addressed to the governor at Madison, who shall at once refer the same to the said board for their action.

SECTION 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

SECTION 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board may, without any application therefor and upon application as hereinafter provided, and as soon as practicable thereafter, shall visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

SECTION 4. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

SECTION 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

SECTION 6. Said decision shall be binding upon the parties

who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employes by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

SECTION 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its decision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

SECTION 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

SECTION 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

SECTION 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

SECTION 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the performance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

SECTION 12. The act shall take effect and be in force from and after its passage and publication.

MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure,

and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employes, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything,

ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concern-

ing the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it

shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. *Act approved March 15, 1895.*]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

OHIO.

On March 14, 1893, Ohio adopted a law providing for a State board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, being as it appears in Annotated Revised Statutes, in force Jan. 1, 1906, is as follows:—

[SEC. 4364-90 TO 106.]

An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed Feb. 10, 1885.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in

any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue

on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the

county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will

enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expenses of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

CALIFORNIA.

[CHAP. 51.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employes, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office

for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however*, that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SEC. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employés, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

SEC. 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the

promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SEC. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SEC. 5. Both employers and employés shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

SEC. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SEC. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SEC. 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

COLORADO.

[CHAPTER 2 OF THE SESSION LAWS OF 1897. *Approved March 31.*]

An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employees and defining the powers and duties thereof and making an appropriation therefor.

[AMENDED BY CHAPTER 136 OF THE SESSION LAWS OF 1903. *Approved April 11.*]

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this Act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employees.

SECTION 2. Immediately after the passage of this Act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as herein before provided.

SECTION 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of said Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board; and shall also have, under direction of a majority of the Board, power to issue subpoenas, and to ad-

minister oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in the adjustment of labor differences.

If any person, having been served with a subpoena or other process issued by said Board, shall willfully fail or refuse to obey the same, or to answer such questions as may be propounded touching the subject-matter of the inquiry or investigation, it shall be the duty of the District Court or the County Court of the County in which the hearing is being conducted, or of the judge thereof if in vacation, upon application by said Board, duly attested by the chairman and secretary thereof, to issue an attachment for such witnesses and compel him or her to appear before said Board and give his or her testimony, or to produce such books and papers as may be lawfully required by said Board; and said court or judge thereof shall have power to punish for contempt, as in other cases of refusal to obey the process and [orders] of such court.

SECTION 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

SECTION 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so, and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board,

provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in Section 3 of this Act.

SECTION 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

SECTION 6a. Said decision shall be binding upon the parties who join in said application for one year.

SECTION 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to effect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy: and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by Section 3 of this Act.

SECTION 7a. In the event of a failure to abide by the decision of said Board in any case in which both employer and employes shall have joined in the application, any person or persons aggrieved thereby may file with the Clerk of the Dis-

trict Court or the County Court of the County in which the offending party resides, or in the case of an employer, in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with, and stating by whom, and in what respect it has been disregarded.

Thereupon the District Court, or the County Court (as the case may be), or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the Sheriff as any other process. Upon return made to the rule, the Court or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall not extend to imprisonment, except in cases of willful and contumacious disobedience.

SECTION 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

SECTION 9. The parties to any controversy or difference as described in Section 5 of this Act may submit the matters in dispute in writing to a local Board of Arbitration and conciliation; said Board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be Chairman of such local Board; such Board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local Board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of

the State Board. Such local Board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State Board. Each of such local arbitrators shall be entitled to receive from the Treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the Board of Trustees of such village, or the Town Board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local Board of Arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this Act.

SECTION 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

SECTION 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

SECTION 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars (\$1,200) per annum. The salaries of the members shall be paid in monthly instalments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

SECTION 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

SECTION 14. For the purpose of carrying out the provisions of this Act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

SECTION 15. In the opinion of the General Assembly an emergency exists; therefore, this Act shall take effect and be in force from and after its passage.

MINNESOTA.

[CHAPTER 170.]

An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.

Be it enacted by the Legislature of the State of Minnesota:

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897 and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows; One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more

trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; *provided* — however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

SEC. 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable. -

SEC. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

SEC. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be veri-

fied by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such a request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

SEC. 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

SEC. 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

SEC. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

SEC. 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said state board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

SEC. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding

effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

SEC. 10. Each member of said State board shall receive as compensation five (\$5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

SEC. 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

SEC. 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

SEC. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved April 25, 1895.*]

NEW JERSEY.

[PUB. LAWS, 1892, CHAP. 137.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration.

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge

establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall

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cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the

adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall,

within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees and the improvement of the present system of production by labor.

13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such

rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

15. *And be it enacted*, That this act shall take effect immediately. [*Approved March 24.*]

[PUBLIC LAWS, 1895, CHAP. 341.]

A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. *BE IT ENACTED by the Senate and General Assembly of the State of New Jersey*, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. *And be it enacted*, That the term of office of the arbitra-

tors now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate their successors for the length of term and at the salary named in the first section of this supplement.

5. *And be it enacted*, That this act shall take effect immediately. [*Approved March 25.*]



NEW YORK.

A state board of arbitration was established in 1886, to decide appeals from such temporary boards as might be formed in special cases when that mode of settlement had been resorted to by the parties in interest. In 1887 it was given concurrent jurisdiction, and, for the purpose of inducing agreements, mediation was added to its functions. From 1897 the state board of mediation and arbitration acted under chapter 415 of the laws of that year, known as the labor law (which was a revision and consolidation of previous enactments, being chapter XXXII of the General Laws), until February 7, 1901 (chapter 9), when a department of labor was created in three bureaus: for factory inspection, for labor statistics and for mediation and arbitration. The affairs of the first two bureaus are each administered by a deputy appointed and removable at pleasure by the commissioner of labor.

The head of the department has special charge of the bureau of mediation and arbitration, and for such functions has for assessors the two deputy commissioners. These three constitute the board to which the following provisions of article X of the Labor Law now refer:—

§ 142. **Arbitration by the board.**—A grievance or dispute between an employer and his employees may be submitted

to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. **Mediation in case of strike or lock-out.**—Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. **Decisions of board.**—Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. **Annual report.**—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.** — A grievance or dispute between an employer and his employes may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employes concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employes concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employes are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. **Consent; oath; powers of arbitrators.** — Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. **Decision of arbitrators.** — The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.**—The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

MICHIGAN.

No. 238 of the Public Acts of 1889 provided for the amicable adjustment of grievances and disputes between employers and employes by a state court of mediation and arbitration. A compilation was made in 1897. On April 30, 1903, sections 11 and 12 were approved. The following are sections 559-568 of the compiled laws of 1897, as amended by Act of April 30 of 1903, No. 69:—

SECTION 1. *The people of the State of Michigan enact, That whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.*

SEC. 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said

court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

SEC. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approval by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

SEC. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court,

provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

SEC. 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

SEC. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

SEC. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and ex-

planations as will disclose the actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

SEC. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

SEC. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

SEC. 11. It shall be the duty of the mayor of any city, the supervisor of any township, or the president of any village to promptly furnish, or cause to be furnished to the court provided for in this act, information of the threatened or actual occurrence of any strike or lockout within his jurisdiction.

SEC. 12. There shall be printed biennially ten thousand copies of the report of the court, together with the act under which the court was instituted, for distribution among labor unions and the public generally.

This act is ordered to take immediate effect.

CONNECTICUT.

[CHAPTER CCXXXIX.]

An Act creating a State Board of Mediation and Arbitration.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a state board of mediation and arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which, at the last general election cast the greatest number of votes for governor of this state, and one

of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep and preserve all documents and testimony submitted to said board; he shall have power under the direction of the board, to issue subpoenas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

SEC. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to the state board of mediation and arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

SEC. 3. After a matter has been fully heard, the said board or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show

the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

SEC. 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

SEC. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

SEC. 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

SEC. 8. This act shall take effect upon its passage. [*Approved June 28, 1895.*]

ILLINOIS.

The act approved August 2, 1895, as amended by the acts approved April 12, 1899; May 11, 1901; and May 15, 1903, is as follows:—

An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a "State Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and whose salary shall be \$2,500 per annum, payable out of the State treasury, upon the warrant of the Auditor of Public Accounts, from any money not otherwise appropriated; said secretary to receive also his necessary traveling and other expenses, to be paid from the State treasury on bills

of particulars to be approved by the chairman of the board and the Governor.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other

person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employes shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy

of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employ in the aggregate not less than twenty-five persons, and having a common difference with their employes, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employes of two or more employers engaged in the same general line of business, such employes being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employes in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employes of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employes, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 6a. It shall be the duty of the mayor of every city, and president of every incorporated town or village, whenever a strike or lockout involving more than twenty-five employes shall be threatened or has actually occurred within or near such city,

incorporated town or village, to immediately communicate the fact to the state board of arbitration stating the name or names of the employer or employers and of one or more employes, with their postoffice address, the nature of the controversy or difference existing, the number of employes involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lockout to the said board with such information as he may possess touching the difference or controversy and the number of employes involved.

§ 6b. Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

MISSOURI.

The law of 1889, providing for special boards of mediation and arbitration, was repealed in 1901 in an act approved on March 7. This act created the state board of mediation and arbitration with power to settle disputes between employers and employes by arbitration, with authority to subpoena and examine witnesses, etc. The law of 1903, approved March 23, repealed Section 5 of the law of 1901 and enacted in lieu thereof Sections 5, 5a and 5b. According to the law as amended, if a witness subpoenaed to testify before the state board will not appear or testify, the board may apply to the circuit court of the state, which may issue its attachment to bring the witness in and punish him for contempt if he refuses to give testimony.

The following is from Laws of 1901, p. 195, as amended by Laws of 1903, p. 218:—

SECTION 1. That within thirty days after the passage of this act, the governor of the state, by and with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of mediation and arbitration; one of whom shall be an employer of labor, or selected from some association representing employers of labor, and one who shall be an employe holding membership in some bona fide trade or labor union; the third shall be some person who is neither an employe nor an employer of labor. One member of said board shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner herein provided. If a vacancy occurs in said board by death or otherwise, at any time, the governor shall appoint some competent person to fill the unexpired term.

SEC. 2. The board shall appoint a secretary, who shall hold office during the pleasure of said board, and whose duty it shall be to keep a full and faithful record of the proceedings of the board, and shall also have possession of all books and documents,

and shall perform such other duties as the board may prescribe. He shall, under the direction of the board, issue subpoenas and administer oaths in all cases before the board and shall call for and examine books, papers and documents of any parties to the controversy.

SEC. 3. The compensation of the members of the board of mediation and arbitration and the clerk thereof, shall be as follows: each shall receive five dollars per day and three cents per mile, both ways, between their homes and the place of meeting, by the nearest comfortable routes of travel, and such other necessary traveling expenses as may be incurred in the discharge of their duties, to be paid out of the state treasury upon a warrant signed by the president of said board and approved by the governor: Provided, that neither said board nor the clerk thereof shall receive any compensation except for time actually engaged in the discharge of their duties as set forth in this act and in going to and from the place of meeting.

SEC. 4. Each member of said board shall, before entering upon the duties of his office, be sworn to support the constitution and faithfully demean himself in office. They shall organize at once by the choice of one of their number as chairman and the board shall, as soon as possible after its organization, establish suitable rules of procedure. Said board may hold meetings at any time or place in the state, whenever the same shall become necessary, and two members of the board shall constitute a quorum for the transaction of business.

SEC. 5. That whenever it shall come to the knowledge of the board that a strike or a lockout is about to occur, or is seriously threatened, involving ten or more persons, in any part of the state, it shall be the duty of said board to proceed as soon as possible to the locality of such dispute, strike or lockout and place itself in communication with the parties to the controversy, and endeavor by mediation to effect a settlement. Should all efforts at conciliation fail, it shall be the duty of the board to inquire into the causes of said grievance or dispute, and to this end, it is hereby authorized to subpoena and examine witnesses, and send for books and papers. Subpoenas may be signed and oaths administered by any member of the board. Said board is further authorized to subpoena as witnesses anyone connected

with the department of business affected, or other persons whom they may suspect of having knowledge of the matters in controversy or dispute, and anyone who keeps the records of the wages earned in such department and examine them under oath touching such matters and require the production of books and papers containing the record of wages earned or paid. All process issued by said board may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same as may be required, and make due returns thereof, according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasury of the county or city wherein the controversy to be arbitrated exists, upon a warrant signed by the president of the board of mediation and arbitration. Witnesses shall receive the same compensation as witnesses in courts of record, which shall be paid in the same manner as sheriffs, constables and police officers above mentioned. And the board shall have power and authority to maintain and enforce order at its hearings and obedience to its process.

SEC. 5a. In case any person shall willfully fail or refuse to obey such subpoena, it shall be the duty of the circuit court, or any judge thereof in any county, upon the application of said board to issue an attachment for such witness and compel such witness to attend before the board and give his testimony upon such matters as shall be lawfully required by said board; and the court shall have power to punish for contempt as in other cases of refusal to obey the process and order of such court.

SEC. 5b. Any person who shall willfully neglect or refuse to obey the process of subpoena issued by said board to appear and testify as therein required, shall be deemed guilty of a misdemeanor, and shall be liable to arraignment and trial in any court having contempt jurisdiction, and on conviction thereof shall be punished for such offense by a fine of not less than twenty nor more than five hundred dollars, or by imprisonment not exceeding thirty days, or both, at the discretion of the court before which such conviction shall be had.

SEC. 6. That in all cases when any grievance or dispute shall arise between any employer and his employes, said dispute involving ten or more employes, it shall be the duty of the parties

to said controversy to submit the same to said board for investigation. Within ten days after the completion of said examination or investigation, authorized by this article, the board or a majority thereof, shall render a decision stating such details as will clearly show the nature of such controversy, and points in dispute disposed of by them and make a written report of their findings and recommendations, and shall furnish the governor and each party to the controversy a true and complete copy of the same, and shall have a copy thereof published in some local newspaper.

SEC. 7. In all cases where the application for arbitration is mutual, or both parties agree to submit to the decision of the board, said decision shall be final and binding upon the parties concerned in said controversy and dispute. In all cases where either party to a dispute refuses to agree to arbitration the decision of the board shall be final and binding upon the parties thereto, unless exceptions be filed with the clerk of said board, within five days after said decision is rendered and announced.

SEC. 8. Any employer, employer's agent, employe or authorized committee of employes, who shall violate the conditions of the decision of said board, as provided for in section seven of this act, shall be deemed guilty of a misdemeanor, and upon conviction thereof, in any court of competent jurisdiction, shall be punished by a fine of not less than fifty nor more than one hundred dollars or by imprisonment in jail not exceeding six months, or by both such fine and imprisonment.

SEC. 9. Said board shall make biennial reports to the governor of the state, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to a speedy and satisfactory adjustment of disputes between employers and employes.

SEC. 10. That article 2 of chapter 121 of the Revised Statutes of Missouri, 1899, be and the same is hereby repealed.

SEC. 11. There being no adequate law in Missouri for the settling of disputes between employers and employes, creates an emergency within the meaning of the constitution; therefore, this act shall take effect and be in force from and after its passage.

IDAHO.

Idaho provided for a state board and local boards of arbitration subordinate thereto in 1897; but the following became a law March 12, 1901:—

An Act providing for the Creation of a Labor Commission, and defining its Duties and Powers, and providing for Arbitrations and Investigations of Labor Troubles.

Be it enacted by the Legislature of the State of Idaho:

SECTION 1. That there shall be and is hereby created, a commission to be composed of two electors of the State, which shall be designated the labor commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SECTION 2. The members of said commission shall be appointed by the Governor, by and with advice and consent of the senate; and shall hold office for two years and until their successors shall have been appointed and qualified. One of said commissioners shall have been, for not less than six (6) years of his life, an employe, for wages, in some department of industry, in which it is usual to employ a number of persons, under single direction and control, and shall be, at the time of his appointment, affiliated with the labor interest as distinguished from the capitalist or employing interest.

The other of said commissioners shall have been, for not less than six years, an employer of labor, for wages, in some department of industry in which it is usual to employ a number of persons, under single direction and control, and shall be, at the time of his appointment, affiliated with the employing interest, as distinguished from the labor interest. Neither of said commissioners shall be less than twenty-five years of age, and they shall not be members of the same political party. A political party under the meaning of this section, should be held to mean one or more parties supporting one ticket or member of a fusion; neither of them shall hold any other State, county or city office in Idaho, during the term of office for which they shall be appointed.

Each of said commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such commissioner.

SECTION 3. Such commission shall have a seal and shall not be required to leave their personal labor or business, except to perform the duties devolving upon them as members of the labor commission.

When necessary, they may appoint a secretary, who shall be a skillful stenographer and typewriter, and who shall receive a salary of four dollars per day and traveling expenses for every day spent in the discharge of duty under the direction of the commission.

SECTION 4. It shall be the duty of said commissioners, upon receiving authentic information, in any manner, of the existence of any strike, lockout, or other labor complication in this State, affecting the labor or employment of fifty persons or more, to go to the place where such complication exists, put themselves into communication with the parties to the controversy, and offer them services as mediators between them: *Provided*, That in all cases where less than fifty persons are on strike or lockout, the commission may, in their discretion, act as though such number of strikers consisted of fifty or more persons. If they shall succeed in effecting an amicable adjustment of the controversy in that way, they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise as they may elect.

SECTION 5. For the purpose of arbitration, under this act, the labor commissioners and the judge of the district court of the district in which the business in relation to which the controversy shall arise, shall have been carried on, shall constitute a board of arbitrators, to which shall be added, if the parties so agree, two other members, one to be named by the employer, and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company, and the employees of the company engaged in the running of trains, any terminal within this State, of the road, or any division thereof, may be taken and treated as the location of the business within

the terms of this section, for the purpose of giving jurisdiction to the judge of the district court, to act as a member of the board of arbitration.

SECTION 6. An agreement to enter into arbitration under this act, shall be in writing and shall state the issue to be submitted and decided, and shall have the effect of an agreement, by the parties, to abide by, and perform the award.

Such an agreement may be signed by the employer, as an individual firm, or corporation, as the case may be, and execution of the agreement, in the name of the employer, by any agent or representative of such employer, then and therefore in control or management of the business or department of business, in relation to which the controversy shall have arisen, shall bind the employer. On the part of the employees the agreement may be signed by them, in their own person, not less than two-thirds of those concerned in the controversy, signing, or it may be signed by a committee, by them appointed. Such committee may be created by election at a meeting of the employees concerned in the controversy, at which not less than two-thirds of such employees shall be present, which election, and the fact of the presence of the required number of employees at the meeting, shall be evidenced by the affidavit of the chairman and secretary of such meeting, attached to the arbitration agreement. If the employees, concerned in the controversy, or any of them shall be members of any labor union or working men's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it, in any manner conformable to its usual methods of transacting business, and others of the employees, represented by committee as hereinbefore provided.

SECTION 7. If upon any occasion calling for the presence and intervention of the labor commissioners, under this act, one of said commissioners shall be present and the other absent, the judge of the district court of the district in which the dispute shall have arisen, as defined in Section 5, shall upon the application of the commissioners present, appoint a commissioner pro tem., in the place of the absent commissioner and such commissioner pro tem. shall exercise all the powers of a commissioner under this act, until the termination of the duties

of the commission with respect to the particular controversy, upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act, for the other commissioners. Such commissioner pro tem. shall represent and be affiliated with the same interests as the absent commissioner.

SECTION 8. Before entering upon their duties, the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators, and a just and fair award render, to the best of their ability. The sitting of the arbitrators shall be in the court room of the district court or such other place as shall be provided by the county commissioners, of the county in which the hearing is had. The district judge shall be the presiding member of the board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the sheriff of the county, whose duty it shall be to serve the same, without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations.

The proceedings shall be informal in character, but in general accordance with the practice governing the district courts in the trial of civil cases. All questions of practice, or questions relating to the admission of evidence, shall be decided by the presiding member of the board summarily and without extended argument. The sittings shall be open and public. If five members are sitting as such board, three members of the board, agreeing, shall have power to make an award, otherwise two. The secretary of the commission shall attend the sitting and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the commission shall direct.

SECTION 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators, to the clerk of the district court of the judicial district in which the hearing was had, and deliver a copy of the award to the employer and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall be preserved by the commission.

SECTION 10. The clerk of the district court shall record the

papers, delivered to him, as directed in the last preceding section, in the order book of the district court. Any person, who was a party to the arbitration proceedings, may present to the district court of the county in which the hearing was had, or the judge thereof, in vacation, a verified petition referring to the proceedings and the record of them, in the order book, and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed.

And thereupon, the court or judge thereof, in vacation, shall grant a rule against the party or parties so charged, to show cause within five days, why said award has not been obeyed, which shall be served by the sheriff as other process. Upon return made to the rule, the judge or court, if in session, shall hear and determine the questions presented and make such order or orders, directed to the parties before him, in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made, shall be deemed a contempt of the court, and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful disobedience. In all proceedings under this section, the award shall be regarded as presumptively binding upon the employer and all employes who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing, before the commencement of the hearing.

SECTION 11. The labor commission with the advice and assistance of the Attorney General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitration, under this act, not inconsistent with this act, or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SECTION 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may, of their own motion, apply to the labor commission, for arbitration of their differences, and upon the execution of an arbitration agree-

ment, as hereinbefore provided, a board of arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced, in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SECTION 13. In all cases arising under this act, requiring the attendance of a judge of the district court as a member of the arbitration board, such duty shall have precedence over any other business pending in his court, and if necessary for prompt transaction of such other business, it shall be his duty to appoint the district judge of an adjoining district to sit in the district court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to judges appointed to sit in case of change of judge in civil actions. In case the judge of the district court, whose duty it shall become under this act, to sit upon any board of arbitrators, shall be at the time actually engaged in a trial which cannot be interrupted without loss and injury to the parties, and which will, in his opinion, continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such judge to call in and appoint the district judge of an adjoining district, to sit upon such board of arbitrators, and such appointed judge shall have the same power and perform the same duties as member of the board of arbitration as are by this act vested in and charged upon the district judge regularly sitting, and he shall receive the same compensation, now provided by law, to a judge sitting by appointment, upon a change of judge in civil cases, to be paid in the same way.

SECTION 14. If the parties to any such labor controversy as is defined in Section 4 of this act, shall have failed at the end of five days, after the first communication of said labor commission to them, to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the labor commission to proceed at once to investigate the facts attending the disagreement.

In this investigation, the commission shall be entitled, upon request, to the presence and assistance of the Attorney General of the State, in person or by deputy, whose duty it is hereby

made to attend, without delay, upon request, by letter or telegram, from the commission. For the purpose of such investigation, the commissioners shall have power to issue subpoenas and each of the commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under seal of the commission, and signed by the secretary of the commission, or a member of it, and shall command the attendance of the person or persons named in it, at a time and place named, which subpoena may be served and returned as other process by any sheriff or constable in the state.

In case of disobedience of any such subpoena or the refusal of any witness to testify, the district court having jurisdiction or the judge thereof, during vacation, shall, upon the application of the labor commission, grant a rule against the disobeying person or persons or the person refusing to testify, to show cause, forthwith why he or they should not obey such subpoena or testify as required by the commission, or be adjudged guilty of contempt, and in such proceedings, such court, or the judge thereof, in vacation, shall be empowered to compel obedience to such subpoena, as in the case of subpoena issued under the order of and by the authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness, at any place outside the county of his residence. Witnesses called by the labor commission, under this section, shall be paid \$2.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SECTION 15. Upon the completion of the investigation authorized by the last preceding section, the labor commission shall forthwith report the facts thereby disclosed, affecting the merits of the controversy, in a brief and condensed form to the Governor.

SECTION 16. Any employer shall be entitled, in his response to the inquiries made of him by the commission in the investigation provided for in the last two preceding sections, to submit in writing to the commissioner a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken

and held as confidential, and shall not be disclosed in the report or otherwise.

SECTION 17. Said commissioners shall receive a compensation of six dollars each per diem, for the time actually expended, and actual and necessary traveling and hotel expenses, while absent from home in the performance of duty, and each of the two members of the board of arbitration, chosen by the parties under the provisions of this act, shall receive the same compensation for the days occupied in service, upon the board. The Attorney General or his deputy shall receive his necessary and actual traveling expenses while absent from home in the service of the commission. Such compensation and expenses shall be paid by the State Treasurer upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the commissioners, shall be certified as correct by the commissioners, or one of them, and the accounts of the commissioners shall be certified by the secretary of the commission.

It is hereby declared to be the policy of this act, that the arbitrations and investigations provided for in it, shall be conducted with all reasonable promptness and dispatch, and no member of any board of arbitration shall be allowed payment for more than fifteen days' service, in any one arbitration, and no commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in Section 14 and sections following.

SECTION 18. For the payment of the salary of the secretary of the commission, the compensation of the commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses, there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of three thousand dollars for the year 1901, and three thousand dollars for the year nineteen hundred and two.

SECTION 19. Within ten days after the members of the labor commission shall have been appointed, and said appointments ratified by the senate, they shall meet at the State capital for a

period of not to exceed ten days, for the purpose of drafting rules and method of procedure in sessions of the commission, in accordance with Section 11 of this act, and for such period the pay of the commissioners, and the secretary of the commission shall be the same as allowed them by this act, when serving as arbitrators or mediators.

SECTION 20. All laws, in conflict with this act, are hereby repealed.

SECTION 21. This act shall take effect and be in force from and after its passage, an emergency existing therefor.

LOUISIANA.

[No. 139.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or Board representing employers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this Act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

SEC. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors

are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

SEC. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

SEC. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

SEC. 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

SEC. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such

agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

SEC. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

SEC. 8. As soon as may be after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

SEC. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the right to compel the attendance of witnesses or the production of papers.

SEC. 10. Whenever it is made to appear to the Mayor of a city or the judge of any District Court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the Mayor of such city or judge of the District Court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the Mayor of a city or the judge of the District Court of the parish, as provided in

the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employees.

SEC. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

SEC. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

SEC. 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

UTAH.

[CHAP. 68.]

STATE BOARD OF LABOR, CONCILIATION AND ARBITRATION.

An Act to create a state board of labor, conciliation and arbitration, for the investigation and settlement of differences between employers and their employees; to define the power and duties of the said board; fixing its members' compensation, and repealing chapter 1, of title 36 of the Revised Statutes of Utah, 1898.

Be it enacted by the Legislature of the State of Utah:

SECTION 1. APPOINTMENT. QUALIFICATIONS. TERM. Upon the approval of this act the Governor, by and with the consent of the senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a state board of labor, conciliation and arbitration. One shall be an employer of labor; another shall be an employee and be selected from some labor organization; the third shall be some person who is neither an employee nor an employer of manual labor, and shall be chairman of the board. One shall serve for one year, one for three years, and one for five years, as may be designated by the governor at the time of their appointment. At the expiration of their terms their successors shall be appointed in like manner for the term of four years. Should a vacancy occur at any time, the Governor shall, in the same manner, appoint some one to serve the unexpired term, and until the appointment and qualification of his successor. Each member of said board shall, before entering upon his duties, take the constitutional oath of office. The board shall select from its members a secretary and shall establish suitable rules of procedure.

SEC. 2. DUTY OF BOARD WHEN STRIKE OR LOCKOUT IS THREATENED. Whenever it shall come to the knowledge of the said board that a strike or lockout is seriously threatened in the state, involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the said board to put itself into communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement. Said board shall also request

each of the parties to forward, to its secretary, an application for arbitration.

SEC. 3. DUTY OF BOARD AFTER APPLICATION TO ARBITRATE RECEIVED. As soon as practicable, after receiving such applications, the Board shall request each of the parties to the dispute to agree upon a written statement of facts, relating to the controversy, and to submit the same to the board; *provided*, that, when such agreement and statement cannot be reached, each of said parties may separately submit to the board a written statement of grievances. Applications to the said board for arbitration on the part of employers must precede any lockout, and, on the part of the employee, any strike; *provided*, that, in case a lockout or strike already exists, the board shall accord arbitration if the parties shall resume their relations with each other, as employers and employees. Said applications shall include a promise to abide by the decision of the board and shall be signed by the employer or employers, or his or their authorized agent, on the one side, and by a majority of his or their employees on the other.

SEC. 4. BOARD TO ARBITRATE. MAY EMPLOY STENOGRAPHER. As soon as practicable, after receiving said applications, the board shall proceed to arbitrate. When it shall be necessary, in the judgment of said board, it may engage the services of a stenographer to take and transcribe an account of any arbitration proceedings.

SEC. 5. MAY SUBPOENA WITNESSES. GENERAL POWERS. The board shall have power to summon as witnesses by subpoena any operative or expert in the departments of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses, and to require the production of books, papers and records. In case of disobedience to a subpoena the board may invoke the aid of any court in the state in requiring the attendance and testimony of witnesses, and the production of books, papers and documents under the provisions of this section. Any of the district courts of the state, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy, or refusal to obey a subpoena issued to any such witness, issue an order requiring such witness to appear before

said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof.

SEC. 6. MAYORS AND SHERIFFS TO NOTIFY BOARD OF THREATENED STRIKES OR LOCKOUTS. It shall be the duty of mayors of cities and sheriffs of counties, when any condition likely to lead to a strike or lockout exists, in the cities, or districts where they have jurisdiction, to immediately forward information of the same to the secretary of the state board of conciliation and arbitration. Such information shall include the names and addresses of persons who should be communicated with by the board.

SEC. 7. SHERIFF TO SERVE PROCESS. Any notice or process issued by the state board of labor, conciliation and arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service, without charge.

SEC. 8. DECISION OF BOARD. As soon as practicable, after the board has investigated the differences existing between employer and employees, it shall make an equitable decision, which shall state what, if anything, should be done by either or both parties to the dispute, in order to amicably settle and adjust the differences existing between them. The findings of a majority of the board shall constitute its decision.

SEC. 9. DECISION TO BE RECORDED AND MADE PUBLIC. This decision shall at once be made public; shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in an annual report to be made to the Governor before the first day of March, of each year.

SEC. 10. COMPENSATION OF MEMBERS. The members of the board shall receive a compensation of four dollars for each day's services, while engaged in arbitration, said compensation to be paid by the parties to the controversy in such proportion as the board may decide; they shall also receive the actual and necessary expenses incurred in the performance of their official duties, which expenses shall be paid out of the state treasury.

SEC. 11. REPEAL. Chapter 1 of title 36 of the Revised Statutes of Utah, 1898, is hereby repealed.

SEC. 12. This act shall take effect upon approval.

Approved this 14th day of March, 1901.

INDIANA.

[CHAP. CXXVIII.]

The law of April 27, 1889, as amended February 28, 1899, is as follows:—

An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana*, That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SEC. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age; they shall not be members of the same political

party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

SEC. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

SEC. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

SEC. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

SEC. 6. An agreement to enter into arbitration under this

act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employees, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employees concerned in the controversy at which not less than two-thirds of all such employees shall be present, which election and the fact of the presence of the required number of employees at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employees concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employees represented by committee as hereinbefore provided.

SEC. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the commissioners present, appoint a Commissioner *pro tem.* in the place of the absent Commissioner, and such Commissioner *pro tem.* shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances

provided by this act for the other commissioners. Such Commissioner *pro tem.* shall represent and be affiliated with the same interests as the absent Commissioner.

SEC. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

SEC. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

SEC. 10. The Clerk of the Circuit Court shall record the

papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or Court if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

SEC. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SEC. 12. Any employer and his employees, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration

of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SEC. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his place during the pendency of such arbitration and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators, shall be at the time actually engaged in a trial which cannot be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

SEC. 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of

the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SEC. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication.

And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

SEC. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

SEC. 17. Said Commissioners shall receive a compensation of eighteen hundred dollars each per annum, and actual and necessary travelling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive five dollars per day compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission.

SEC. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1899 and five thousand dollars for the year 1900.

SEC. 19. All laws and parts of laws conflicting with any of the provisions of this act are hereby repealed.

IOWA.

An Act to Authorize the Creation and to Provide for the Operation of Tribunals of Voluntary Arbitration to Adjust Industrial Disputes between Employers and Employed.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

SEC. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof,

and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

SEC. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

SEC. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the ex-

penses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

SEC. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

SEC. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been

referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

SEC. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYES.	Names.	Residence.	By whom employed.

SEC. 11.. The license to be issued upon such petition may be as follows.

STATE OF IOWA } ss
COUNTY }

Whereas, The joint petition, and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men as the case may be), and twenty workmen have been presented to this court (or if to a judge in vacation so state) praying the creation of a tribunal, of voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen. Now in pursuance of the statute for such case made, and provided said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers, and workmen for the period of one year from this date, and they shall meet, and organize on the..... day of

A.D. at

Signed this day of, A.D.

Clerk of the District Court of County.

SEC. 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

We A, B, C, D, and E representing employers, and G, H, I, J, and K representing workmen composing a tribunal of voluntary arbitration hereby submit, and refer unto the umpirage of L (the umpire of the tribunal of the trade) the following subject-matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that

his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this day of A.D.
(Signatures)

SEC. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

PENNSYLVANIA.

Two statutes are in force: The "Voluntary Trade Tribunal Act of 1883" and the arbitration law of 1893, as follows:—

[1883. P. L. No. 16. *Approved April 26.*]

An Act to authorize the creation, and to provide for the regulation of voluntary tribunals to adjust disputes between employers and employed, in the iron, steel, glass, textile fabrics and coal trades.

Whereas, Differences arise between persons engaged in the iron, steel, glass, textile fabrics and coal trades in this State, and strikes and lock-outs result therefrom, which paralyze these important industries, bring great loss upon both employer and employed, and seem to find their only solution in starvation or in force, which does not accord with the teachings of humanity and the true policy of our laws;

And whereas, Voluntary tribunals, mutually chosen, with equality of representation and of rights, and a frank discussion therein by the persons interested, of the business questions involved, are the plain paths to mutual concession and cessation of strife, and the choice of an umpire by the parties themselves, to whose arbitrament the matters in dispute are to be submitted for final decision, if they shall fail to agree, is in accord with the practice and policy of this Commonwealth; therefore,

SECTION 1. Be it enacted, etc., that the presiding judges of the courts of common pleas, or the president judges thereof, in chambers, in the counties of Philadelphia and Allegheny, and of each of the other judicial districts of this Commonwealth shall have power, and upon the presentation of the petition or of the agreement hereinafter named, it shall be the duty of each of them to issue, in the form hereinafter named, a license or authority for the establishment within their respective districts of tribunals for the consideration and settlement of disputes between employers and employed in the iron, steel, glass, textile fabrics and coal trades and each of them.

SECTION 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least fifty persons employed as workmen, by five or more separate firms, individuals or corporations within the county where the petitioners reside, or by at least five employers, each of whom shall employ at least ten workmen, or by the representatives of a firm, individual or corporation employing not less than seventy-five men in their business; and the agreement shall be signed by both of said specified numbers and persons; *Provided*, that if, at the time the petition is presented, a dispute exists between the employers and the workmen, and as a consequence there is a suspension of work, or, owing to the nature of the dispute, a suspension is probable, the judge before whom said petition is presented shall require testimony to be taken as to the representative character of said petitioners, and if it appears that the said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of the said tribunal may be denied.

SECTION 3. The persons signing said petition as workmen shall each have been a resident of the judicial district in which the petition shall be presented for at least one year; shall have been engaged in some branch of the trade they profess to represent for at least two years, and be a citizen of the United States. The persons signing the same as employers shall be citizens of the United States and shall be and shall have been actually engaged in some branch of the iron, steel, glass, textile fabrics or coal trade, within the judicial district, for at least one year, and

shall each employ therein at least ten workmen of the class hereinbefore described, and may be a firm, individual or corporation, and the said petition shall be verified by the oaths of at least two of the signers, attesting the truth of the facts stated therein and the qualifications of the signers thereto.

SECTION 4. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of each side, and the umpire mutually chosen, the judge shall forthwith issue a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, which shall be made a record in the court of common pleas over which said judge presides.

SECTION 5. If the petition shall be signed by the requisite number of either workmen or employers, and not by both, and be in proper form, the judge shall issue his license for the creation of such tribunal, conditioned upon the assent and agreement of the necessary number of that side to the issue which shall not have signed the petition; which assent shall be in writing, signed by the requisite number, and contain the names of the members of the tribunal and the umpire, and upon the presentation of such petition and assent, the judge shall issue his license for a tribunal, as provided in section four of this act; but if no such assent shall be obtained within sixty days from the date of the conditional license, the petition shall be taken as dismissed, but if the assent be signed, a record shall be made of the license, as if made upon original agreement.

SECTION 6. One of the said tribunals may be created for each of the trades named in the first section of this act, in each judicial district; they shall continue in existence for one year from the date of the license creating them, and may take jurisdiction of any dispute between employers and workmen who shall have petitioned for the tribunal or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge out of the three names presented to him by the members of the tribunal remaining of that class in which the vacancies occur.

Removal to an adjoining district shall not cause a vacancy in either the tribunal or the post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of all of the representatives of both employers and workmen constituting the tribunal. The umpire shall only be called upon to act, after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by all of the members of the tribunal or by parties submitting the same, and upon questions affecting the price of labor; it shall in no case be binding upon either employer or workmen, save as they may acquiesce or agree therein after such award.

SECTION 7. The said tribunal shall consist of not less than two employers or their representatives and two workmen. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority can not be had after two votes, then by secret ballot or by lot, as they prefer.

SECTION 8. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. Each city or county in which such tribunal shall be created shall pay for the fuel, lights and the use or rent of a room and furniture, for the same which it is hereby authorized to obtain, but the cost of the same shall only be paid upon sworn vouchers, submitted to and approved by the proper judge of the judicial district.

SECTION 9. When no umpire is acting the chairman shall have power to administer oaths, sign subpoenas, orders, notices and other proceedings of the board; and when the umpire shall be acting this authority shall be vested in him, and all of the

authority vested in boards of arbitrators by the compulsory arbitration act of June sixteenth, eighteen hundred and thirty-six, for procuring witnesses, preserving order and obtaining proofs, shall be and is hereby vested in such umpire, when acting. Attorneys at law or other agents of one side or the other shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire, but the same shall be, as far as possible, voluntary and upon examination of proofs and witnesses by the tribunal itself and the umpire. When the umpire is acting he shall preside, and his determination upon all questions of evidence or otherwise, in conducting the inquiries then pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen, submitted to the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had been originally examined by it. The said tribunals, in connection with the umpire, shall each have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Pennsylvania.

SECTION 10. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof, of each class, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide the question submitted. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. When such award shall be made and signed by the umpire it may be made a matter of record by producing the same within thirty days, with the submission in writing to the proper

judge. If he approves the same, he shall indorse his approval thereon and direct the same to be entered of record. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon, and when the award is for a specific sum of money, may issue final and other process to enforce the same.

SECTION 11. This act shall be cited and quoted as the "voluntary trade tribunal act of one thousand eight hundred and eighty-three."

SECTION 12. The form of the joint petition or agreement, praying for a tribunal as named in section four of this act, may be as follows:

To the presiding judge,.....judicial district, or to the presiding judge of the court of common pleas, the county of.....
(as the case may be).

The subscribers hereto, citizens of the said judicial district, and of the United States, being the number thereof and with the qualifications required by the act known as "the voluntary trade tribunal act of one thousand eight hundred and eighty-three," being desirous of establishing a tribunal under said act for the settlement of disputes in the.....trade, and having agreed upon A. B., et cetera, representing the employers, and C. D., et cetera, representing the workmen, as members of the said tribunal, who each possess the qualifications required by said act, and having also agreed upon E. F., of....., as the umpire of the said tribunal, pray that a license for a tribunal in the.....trade may be issued to them

And they will ever pray, et cetera.

EMPLOYERS.	Names.	Residence.	Works.	Number of Employees.

EMPLOYEES.	Names.	Residence.	By whom Employed.

The oath to be annexed to such joint petition shall be substantially as follows:

PENNSYLVANIA, }
..... County. } ss.:

A. B. and C. D., two of the signers to the foregoing joint petition, being duly sworn, say that the facts set forth in the same are true; that the five employers signing such petition have been actually engaged in the trade within this judicial district for at least one year, and each do now employ at least ten workmen in their said business, and the fifty workmen signing said petition have each been resident therein for one year, have been engaged in the trade as workmen for at least two years and (have been or are) actually employed at the places named in the signatures to said petition in such trade.

A. B.
C. D.

And the same shall be sworn and subscribed before a justice of the peace or alderman of the proper district.

SECTION 13. The license to be issued upon such joint petition may be as follows:

PENNSYLVANIA,
..... County, }
..... Judicial District. } ss.:

Whereas, The joint petition and agreement of five employers and fifty workmen has been to me presented and now placed on record, praying the creation of a tribunal for the settlement of disputes in the trade within this district, and naming A. B., C. D., E. F. and G. H. as members of said tribunal, and I. J. as the umpire thereof; now, in pursuance of the authority given by the voluntary trade tribunal act of 1883, I have licensed and authorized, and do hereby license and authorize, the said named parties to be and exist as a tribunal under the said statute, for the settlement of disputes between employers and workmen in trade for the term of one year, with all the powers conferred by the voluntary trade tribunal act of 1883, and it shall meet and organize on the day of A. D. 18..... at

A record has been made of this license.

Witness my hand and the seal of the court, at this
..... day of A. D. 18.....

.....
Presiding Judge.

SECTION 14. The forms of the submission and of the awards may be as follows:

FORM OF SUBMISSION.

We, A. B. of one part and C. D. of the other part, under the provisions of voluntary trade tribunal act of eighteen hundred and eighty-three, have submitted and referred, and do hereby submit and refer unto the umpirage and decision of E. D., the umpire of the trade tribunal of the.....trade for the judicial district the following subject-matter, that is to say: (Here state fully and distinctly the question submitted.) And his decision and determination upon the same shall be binding upon us and final and conclusive upon the question thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our hands and seals this..... day of.....

A.D. 18.....

(Signatures.)

FORM OF AWARD.

I, E. F., the umpire of the trade tribunal of the judicial district, in pursuance of the foregoing instructions, having been sworn and having heard the parties and their proofs bearing upon the question submitted for my decision and umpirage, have decided and do hereby decide as follows: (Here insert distinctly the decision.) And do hereby certify to the presiding judge of the judicial district that this is my award and determination of the subject-matter to me referred.

Witness my hand and seal at....., this..... day of

....., A D. 18.....

[L. S.]

Umpire.

[1893. No. 55. *Approved May 18.*]

An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.

WHEREAS, The great industries of this Commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace:

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and em-

ployés, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, &c.*, That whenever any differences arise between employers and employés in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

SECTION 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the inter-

ests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

SECTION 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballotings he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

SECTION 4. That as soon as the board is organized the

president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employes shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

SECTION 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

SECTION 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

SECTION 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed.

TEXAS.

[CHAPTER 379.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate, and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

SEC. 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

SEC. 3. That when a controversy involves and affects the interests of two or more classes or grades of employes belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

SEC. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows:

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

SEC. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing, which shall be not more than ten days after such agreement to arbitrate has been filed.

SEC. 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this State. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

SEC. 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

SEC. 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to

such arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

SEC. 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

SEC. 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as herein before provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

SEC. 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

SEC. 12. The near approach of the end of the session, and the great number of bills requiring the attention of the Legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended. [*Approved April 24, 1895.*]

WASHINGTON.

[CHAPTER 58.]

S. B. No. 93.

Providing for and making appropriation for settlement of differences between employers and employes.

An Act to provide for the arbitration and settlement of differences between employers and employes, making an appropriation therefor and declaring an emergency.

Be it enacted by the Legislature of the State of Washington:

SECTION 1. It shall be the duty of the State Labor Commissioner upon application of any employer or employe having differences, as soon as practicable, to visit the location of such differences and to make a careful inquiry into the cause thereof

and to advise the respective parties, what, if anything, ought to be done or submitted to by both to adjust said dispute and should said parties then still fail to agree to a settlement through said Commissioner, then said Commissioner shall endeavor to have said parties consent in writing to submit their differences to a board of arbitration to be chosen from citizens of the State as follows, to wit: Said employer shall appoint one and said employees acting through a majority, one, and these two shall select a third, these three to constitute the board of arbitration and the findings of said board of arbitration to be final.

SEC. 2. The proceedings of said board of arbitration shall be held before the Commissioner of Labor who shall act as moderator or chairman, without the privilege of voting, and who shall keep a record of the proceedings, issue subpoenas and administer oaths to the members of said board, and any witness said board may deem necessary to summon.

SEC. 3. Any notice or process issued by the board herein created, shall be served by any sheriff, coroner or constable to whom the same may be directed, or in whose hands the same may be placed for service.

SEC. 4. Such arbitrators shall receive five dollars per day for each day actually engaged in such arbitration and the necessary traveling expenses to be paid upon certificates of the Labor Commissioner out of the funds appropriated for the purpose or at the disposal of the Bureau of Labor applicable to such expenditure.

SEC. 5. Upon the failure of the Labor Commissioner, in any case, to secure the creation of a board of arbitration, it shall become his duty to request a sworn statement from each party to the dispute of the facts upon which their dispute and their reasons for not submitting the same to arbitration are based. Any sworn statement made to the Labor Commissioner under this provision shall be for public use and shall be given publicity in such newspapers as desire to use it.

SEC. 6. There is hereby appropriated out of the State Treasury from funds not otherwise appropriated the sum of three thousand dollars, or so much thereof as may be necessary, to carry out the provisions of this act. In case the funds herein provided are exhausted and either party to a proposed arbitration shall tender the necessary expenses for conducting said

arbitration, then it shall be the duty of the State Labor Commissioner to request the opposite party to arbitrate such differences in accordance with the provisions of this act.

SEC. 7. An emergency exists and the act shall take effect immediately. [*Approved March 9, 1903.*]

KANSAS.

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

SEC. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting

thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident or mistake.

SEC. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

SEC. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

SEC. 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books,

documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

SEC. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, That any such award may be impeached for fraud, accident, or mistake.

SEC. 10. The form of the petition praying for a tribunal under this act shall be as follows:—

To the District Court of County (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the

manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

SEC. 11. This act to be in force and take effect from and after its publication in the official state paper. [*Published February 25, 1886.*]

MARYLAND.

[CHAPTER 671.]

An Act providing for means for the settlement of disputes between employers and employees by mediation or voluntary arbitration, and the investigation of the causes of such dispute.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That upon information furnished by an employer of labor, whether person, firm or corporation, or by a committee of employees, or from any other reliable source, that a controversy or dispute has arisen between employer and employees, involving ten or more persons, which controversy may result in a strike or lock-out, the Chief of the Bureau of Industrial Statistics of Maryland, or such person officially connected with said Bureau of Industrial Statistics as may be deputed in writing by the said Chief of said Bureau of Industrial Statistics, shall at once visit the place of controversy or dispute and seek to mediate between the parties, if in his discretion it is necessary so to do.

SEC. 2. *And be it enacted,* That if mediation cannot be effected as provided for in Section 1 of this Article, the Chief of the Bureau of Industrial Statistics, or such person officially connected with said Bureau as may be by him deputed in writing, may, at his discretion, endeavor to secure the consent of the parties to the controversy or dispute to the formation of a board of arbitration, which board shall be composed of one employer and one employee engaged in the same or similar occupation to the one in which the dispute exists, but who are not parties to the controversy or dispute, and to be selected by the respective parties to the controversy; the third arbitrator may be selected by the two first-named arbitrators, and said third arbitrator so selected shall be president of the board of arbitration; and upon the failure of the two first-named arbitrators,

